

FILED

NOV 20 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
DEPUTY

Agreement No. 78-341

1

2

Woodland, California

3

November 14, 1978

4

5

6

ANNA BIRCH STEPHENS, an undivided 1/2 interest; ANNA BIRCH STEPHENS and MARY LOUISE STEPHENS, as Trustees under the trust created in the Will of W. F. STEPHENS, alias, deceased, Yolo County Probate No. 11425, an undivided 1/2 interest,

7

GRANTORS

8

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

9

Document No. 78-23 in the form of a Grant Deed, covering the following described property;

10

11

12

13

Two parcels of land being portions of PARCEL 1 of that certain Record of Survey filed in Book 10 of Maps and Surveys at Page 49, filed January 28, 1969, Yolo County Records, said parcels being more fully described as follows:

14

PARCEL A

15

16

17

18

19

20

21

22

COMMENCING at the R. R. spike at the intersection of County Roads 87 and 19, as said spike appears on said Record of Survey; thence South 89°43'20" West 30 feet to the Westerly right of way line of said County Road 87; thence North 00°16'40" West 964.75 feet along said Westerly right of way line to a tangent curve, THE TRUE POINT OF BEGINNING: THENCE leaving said Westerly right of way line, along said curve, concave to the West, with a radius of 1,170.00 feet, through a central angle of 21°38'07", with a chord bearing North 11°05'43" West 439.18 feet, an arc length of 441.80 feet to a point of cusp with the Westerly right of way line of County Road 87; thence along said Westerly right of way line the following two courses: 1) South 32°25'40" East 154.90 feet, 2) South 00°16'40" East 300.23 feet to the true point of beginning.
Containing 0.144 acres.

23

PARCEL B

24

25

26

27

28

29

30

31

32

COMMENCING at the R. R. spike at the intersection of County Roads 87 and 19, as said spike appears on said Record of Survey; thence South 89°43'20" West 30.00 feet to the Westerly right of way line of said County Road 87; thence along said Westerly right of way line the following three courses: 1) North 00°16'40" West 1,264.98 feet, 2) North 32°25'40" West 665.87 feet, 3) North 00°44'50" West 163.76 feet to THE TRUE POINT OF BEGINNING; THENCE continuing along said Westerly right of way line North 00°44'50" West 189.86 feet to a point in a non-tangent curve, a radial line through said point bears South 75°11'25" West; thence along said curve, concave to the East, with a radius of 1,170.00 feet, through a central angle of 04°19'56", with a chord bearing North 12°38'37" West 88.44 feet, an arc length of 88.47 feet to a non-tangent line, the Westerly right of way line of County Road 87; thence North 19°31'40" West 237.71 feet along said Westerly right of way line to a point in a non-tangent curve, a radial line through said point bears North 89°28'31" West; thence along said curve concave to the East, with a radius of 1,230.00 feet, through a central angle of 23°56'47", with a chord bearing South 11°26'53"

1 East 510.34 feet, an arc length of 514.07 feet to the true point
2 of beginning.
2 Containing 0.444 acres.

3 has been executed and delivered to Lloyd H. Roberts, Director of
4 Public Works of the County of Yolo.

5 In consideration of which, and the other consideration herein-
6 after set forth, it is mutually agreed as follows:

7 I. The parties have herein set forth the whole of their
8 agreement.

Micro Fiched

9 The performance of this agreement constitutes the entire
10 consideration for said document and shall relieve the County of
11 Yolo of all further obligations or claims on this account, or on
12 account of the location, grade and construction of the proposed
13 public improvement.

14 II. The County shall:

15 A. Pay the undersigned grantors the sum of \$1528.80 for
16 the property as conveyed by Grant Deed No. 78-23 (herein
17 described) within sixty (60) days after date ~~title to said property~~
18 clear of all liens, encumbrances, assessments, easements, and
19 ~~recorded and/or unrecorded, save and except items set forth~~
20 ~~in that certain preliminary title report from Western Title Company,~~
21 ~~Order No. 74404 and that certain Lease with Syar Industries, Inc.~~
22 This transaction will be handled through an escrow
23 number 74404 with Western Title Guaranty Company of Woodland.

24 B. Pay all escrow and recording fees incurred in this
25 transaction including documentary tax stamps, if required, and if
26 title insurance is desired by the County, the premium charged
27 therefor.

28 C. Upon completion of this project, known as County
29 Road No. 87, Work Order Number 4276 and the opening of the same
30 to public travel, the Board of Supervisors, pursuant to Section
31 960.1 of the Streets and Highways Code, will abandon all that
32 portion of County Road No. 87 superceded by construction of this
project.

D. In any action or proceeding by either party to enforce this contract or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorneys' fees.

E. Grantors reserve all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described. Micro Fiched

F. During construction of this project the County will:

1. Remove the existing pavement and base of that portion of County Road 87 which is to be superseded by new construction. Areas of pavement and base removal will be backfilled with native material and graded to a smooth contour.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Anna Birch Stephens
ANNA BIRCH STEPHENS

Anna Birch Stephens
ANNA BIRCH STEPHENS, Trustee

Mary Louise Stephens
MARY LOUISE STEPHENS, Trustee

Dated: November 20 1978

Recommended for Approval

[Signature]

[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
11-20-78

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

APPROVED AS TO FORM

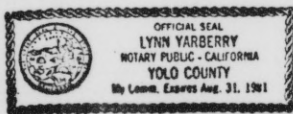
[Signature]
County Counsel of Yolo County

COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of Yolo

On this 30th day of October in the year one thousand nine hundred and seventy-eight
before me, Lynn Yarberry, a Notary Public in and for the



County of Yolo, State of California, residing therein,
duly commissioned and sworn, personally appeared Anna Birch Stephens,
individually and as Trustee under the Will of W.
F. Stephens and Mary Louise Stephens as Trustee
under the Will of W. F. Stephens
known to me to be the person whose name are subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

Notary Public in and for the

County of Yolo
State of California.

My Commission Expires

8/31/81

FILED

YOLO COUNTY AGREEMENT NO. 78-342

NOV 20 1978

LAURENCE P. HENIGAN, Clerk
By *Laurence P. Henigan*
DEPUTY

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day
of November, 19 78, by and between
R.C. COLLET, INC.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

Central Landfill Access Road and Esparto Convenience
Center Paving

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

1. Central Landfill Access Road

2. Esparto Convenience Center Paving

(Plan Index No. 28-II-62-64)

W.O. No. 1545

Approved October 5, 1978 (date) by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within five (5) days next after the date of issuance of the Notice to Proceed and for its completion to be within twenty (20) working days next after date of issuance of Notice to Proceed; and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 5700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Filled

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Prepare Subgrade	Lump Sum	9,000.00	9,000.00
2.	Aggregate Base(Class 2)	2,630 Tons	7.00	18,410.00
3.	Asphalt Concrete (Type B)	575 Tons	23.00	13,225.00
4.	Prime Coat	5 Tons	350.00	1,750.00
5.	Type CL-8 Chain Link Fence	680 L.F.	6.50	4,420.00
				\$46,805.00

IN WITNESS WHEREOF, the parties to this agreement have
hereunto set their hands the year and date first above written.

APPROVED: APPROVED AS TO FORM
 CHARLES R. BACK
 COUNTY COUNSEL
By [Signature]
(County Counsel) County Counsel

COUNTY OF YOLO

Micro Fiched

BY [Signature]
Chairman of the Board of
Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By [Signature], Deputy

BY R.C. COLLET, INC.

[Signature]
Vice President-Operations

P.O. Box 1069

Woodland, CA 95695

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 244215

1 2. COUNTY'S SERVICE OBLIGATIONS:

- 2 a. Provide to COUNTY'S Jails and Juvenile Hall duly licensed
3 Physicians to provide medical services & supervision and to be re-
4 sponsible for the quality of PROGRAM'S medical care.
5 b. Provide for Jail's usage certain items of equipment specified in
6 the attached equipment list (Exhibit "A") and incorporated herein by
7 reference thereto. Micro Fiched
8 c. Designate hereinafter representatives for the purposes of performing
9 the herein described functions.
10 d. Administer PROGRAM.

11 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 12 a. COUNTY'S designated representative for PROGRAM administration is the
13 Director of Public Health.
14 b. COUNTY'S designated representatives for day to day operations are the
15 Physicians.
16 c. COUNTY'S designated representative for contract administration is
17 PROGRAM'S Administrative Services Officer I.

- 18 4. STANDARDIZED PROCEDURES: PROGRAM will provide intial standarized procedures,
19 attached hereto as Exhibit "B", and incorporated herein by reference hereto,
20 governing the working relationship of PROGRAM'S Physicians, Physician's
21 Assistant, and Licensed Vocational Nurses. These standardized procedures
22 will be reviewed and modified from time to time by COUNTY'S herein designated
23 representative after consultation with PROGRAM'S Physicians. If modified
24 this agreement need not be amended for the modified procedure to be fully
25 binding.

26 / / / /

1 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises
2 contained in hereinafter recited agreements, agree:

3 1. PROVIDER'S SERVICE OBLIGATIONS:

- 4 a. Takes detailed health histories;
- 5 b. Does complete physical appraisals using the basic skills of palpation,
6 percussion, and auscultation;
- 7 c. Orders necessary laboratory tests;
- 8 d. Takes appropriate smears and cultures;
- 9 e. Draws blood for test purposes; Micro Fiched
- 10 f. Gives immunizations;
- 11 g. Diagnoses and treats common and/or relatively stable illnesses;
- 12 h. Initiates prescriptions;
- 13 i. Conducts growth and development testing;
- 14 j. Gives health instructions to patients and families;
- 15 k. Counsels patients and families regarding total health needs;
- 16 l. Refers patients to physician when appropriate;
- 17 m. Maintains patient records;
- 18 n. Performs other related tasks as mutually agreed upon by provider and
19 COUNTY'S representatives.
- 20 o. Performs above recited services in COUNTY'S Jails and Juvenil Hall;
- 21 p. Provides scheduling and medical supervision of assigned Licensed
22 Vocational Nurses;
- 23 q. Provides, during periods of planned absence, suitable replacement
24 approved by PROGRAM'S Physician and PROGRAM'S Administrator;
- 25 r. Performs recited services in accordance with herein described standard-
26 ized procedures and diagnosis and treatment protocols.

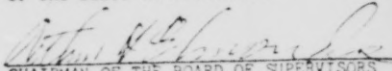
1 and all malpractice claims, liability or loss arising from PROVIDER'S
2 performance under this agreement.

3 b. PROVIDER shall purchase and maintain, for the duration of this agree-
4 ment, malpractice insurance sufficient to cover services provided.

- 5 10. AMENDMENTS: The body of this agreement, together with exhibits attached
6 hereto, fully expresses all understandings of the parties concerning all
7 matters covered and shall constitute the total agreement. No addition to,
8 or alteration of, the terms of this agreement, whether by written or verbal
9 understanding of the parties, their officers, agents or employees shall be
10 valid unless made in the form of a written amendment to this agreement
11 which is formally approved and executed by the parties executing this
12 agreement or their successors in office. It is specifically understood that
13 COUNTY makes hereby no promises of employment to PROVIDER should an ordinance
14 position be established and these duties allocated to it. Micro Fiched
15 11. NOTICE: Any notice to be given parties to this agreement may be given per-
16 sonally or by depositing the same in the United States mail, postage prepaid,
17 and addressed to PROVIDER or the Director of Public Health as applicable, at
18 the last known mailing address of either.
19 12. TERM: The term of this agreement shall commence November 1, 1978, and shall
20 terminate on June 30, 1979, unless terminated sooner by either party on
21 thirty (30) days written notice to the other of such intent.

22 IN WITNESS WHEREOF, the parties hereto have executed this agreement as
23 of the day and year hereinabove setforth.

24 COUNTY OF YOLO, a political subdivision
25 of the State of California

26 
CHAIRMAN OF THE BOARD OF SUPERVISORS

11-20-78

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY Pat E. Lucas

4 DEPUTY

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

* Larry M. Engh
PHYSICIAN'S ASSISTANT

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth S. Triller

DEPUTY COUNTY COUNSEL

Micro Fiched

Table C
Medical Equipment
Main and Branch Jails

Micro Fiched

<u>QUANTITY</u>	<u>ITEM</u>	<u>COST</u>
2	Small refrigerators for storing liquid medications.	\$439
2	Welch Allyn Ophthalmoscopes and Oscopes for ear and eye exams.	\$396
2	Sphygmomanometers for checking blood pressure.	\$174
2	Stethoscopes.	\$ 65
2	Tuning forks #512 for neurological examinations.	\$ 20
2	Tuning forks #1024 for neurological examinations.	\$ 20
		\$1,114

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

<u>Services & Responsibilities</u>	<u>Physician</u>	<u>P.A.</u>	<u>H.D. Director</u>	<u>LVN's</u>
1. Program Administration	Consultative	Operations	Primary	---
2. Standardized Procedures	Consultative	Consultative	Primary	---
3. Diagnosis & Treatment Protocols Content	Primary	Consultative	Consultative & Program	---
4. Records	Final	Primary	Program	---
5. Diagnosis	Final	Preliminary	---	---
6. Prescriptions	Signs all	Recommends	---	---
7. Individual Patient Treatment Plans	Reviews on selected basis	Formulates plans	---	---
8. Examinations	Emergency & Secondary	Primary	---	---
9. Supervision of LVN's	---	Full	---	---
10. Direct Medical Care	Emergency & Secondary	Primary	---	Scheduled Administration of medications
11. Quality of Care	Primary	Secondary	Program	---
12. Medications (a)	Prescribes	Responsible for administration	---	Administration of medications
Security (b)	Consultative	Primary	Program	---
13. FNP Supervision	Medical	---	Primary	---

Micro Fiched

Scheduled Administration of medications

Administration of medications

 LVN Community Practice Group

 Director

 Physician

 Physician's Assistant

Table C
Medical Equipment
Main and Branch Jails

Micro Fiched

<u>QUANTITY</u>	<u>ITEM</u>	<u>COST</u>
2	Small refrigerators for storing liquid medications.	\$439
2	Welch Allyn Ophthalmoscopes and Otoscopes for ear and eye exams.	\$396
2	Sphygmomanometers for checking blood pressure.	\$174
2	Stethoscopes.	\$ 65
2	Tuning forks #512 for neurological examinations.	\$ 20
2	Tuning forks #1024 for neurological examinations.	\$ 20
		\$1,114

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

<u>Services & Responsibilities</u>	<u>Physician</u>	<u>P.A.</u>	<u>H.D. Director</u>	<u>LVN's</u>
1. Program Administration	Consultative	Operations	Primary	---
2. Standardized Procedures	Consultative	Consultative	Primary	---
3. Diagnosis & Treatment Protocols Content	Primary	Consultative	Consultative & Program	---
4. Records	Final	Primary	Program	---
5. Diagnosis	Final	Preliminary	---	---
6. Prescriptions	Signs all	Recommends	---	---
7. Individual Patient Treatment Plans	Reviews on selected basis	Formulates plans	---	---
8. Examinations	Emergency & Secondary	Primary	---	---
9. Supervision of LVN's	---	Full	---	---
10. Direct Medical Care	Emergency & Secondary	Primary	---	Scheduled Administration of medications
11. Quality of Care	Primary	Secondary	Program	---
12. Medications (a)	Prescribes	Responsible for administration	---	Administration of medications
Security (b)	Consultative	Primary	Program	---
13. FNP Supervision	Medical	---	Primary	---

Micro Fiched

 LVN Community Practice Group

 Director

 Physician

 Physician's Assistant

B.A. G.B.

Yolo County Health Department

MANUAL OF POLICIES & PROCEDURESMEDICAL CARE FOR
COUNTY PRISONERSIV. DIAGNOSIS AND TREATMENT PROTOCOLS

A. EMERGENCY MEDICAL CARE

1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

- a. Profuse bleeding.
- b. Major injuries or burns.
- c. Difficulty in breathing.
- d. Cyanosis (blue color).
- e. Loss of consciousness.
- f. Acute abdominal or chest pain.
- g. Violent uncontrollable behavior.
- . Minor physical complaints and chronic conditions without acute change are not emergencies.
- . When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

Micro Fiched

2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should be made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by: Micro Fiched

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Antiarthritis	Bronchial dilators
Antiasthmatics	Cardiovascular preparations:
Antibiotics	Antianginal
Anti-cancer	Antiarrhythmics
Anticonvulsants	Digitalis
Antidiabetics	Hypotensives
Anti-glaucomatous	Diuretics
	Contraceptives, oral
	Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

1. Analgesics	10 days
2. Narcotics	5 days
3. Antibiotics	10 days
4. Anticoagulants	7 days
5. Antiemetics	3 days
6. Sedatives and Hypnotics	3-5 days
7. Dermatologicals	14 days
8. Psychotherapeutics	7 days
9. Antianemia Drugs	30 days
10. Cardiovascular	30 days

Micro Fiched

D. OVER THE COUNTER DRUGS

Many minor problems can be symptomatically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LVN.

- * Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg $\pm$ q.i.d.
- * Neosporin or Bacitracin Ointment prn minor wound
- * Coricidin Cold Tablets I q.i.d. prn cold or Coricidin D or Durdacin for more severe symptoms

Desenex Cream or powder b.i.d. prn hot or irritated feet

- * Maalox liquid 15 to 30 cc prn indigestion
- * Mylanta tablets prn indigestion
- * Neo-synephrine intranasal q.i.d. nasal congestion.
- Solarcaine spray prn minor burns

Micro Fiched

- * Tylenol 650 mg. q.i.d. prn pain or fever

Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesium 1 oz. stat constipation
Croid Bile Salt II tabs stat constipation

Dulcolax tab $\pm$ prn constipation
when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

Micro Fiched

E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

Management:

Treatment:

Micro Fiched

All wounds should be washed with an antiseptic soap, green soap or phisoex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosprin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diptheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

Micro Fiched

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

Micro Fiched

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Campho-phenique, apply topically, as needed, or
2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroids are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

Micro Fiched

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. m.o. prn (nervousness, tremors, or muscle cramps)
for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1
week then d.c.

SINEQUAN 50-100 mg. $\pm$ H.S. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or
diarrhea

COMBID SPANS - $\pm$ b.i.d. x 4 days

SINEQUAN 25-50 mg. $\pm$ q.i.d. x 1 week general nervousness (short term
treatment).

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palms. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Micro Fiched

Most infections are caused by Trichophyton and Epidermophyton.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.
2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permanganate 1:10,000 (KMNO₄, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.
2. For crusted lesions, soak in Burow's Solution of 50 ml (1 2/3 oz.) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.
3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bonafide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawal symptoms usually begin within the first 96 hours after the last drink.

Treatment:

Micro Fiched

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiamine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax $\pm$ b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawals.

7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus. Micro Fiched

Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area; ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimulents.
2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary ($\frac{1}{2}$ water and $\frac{1}{2}$ peroxide). OR
3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjunctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

Micro Fiched

Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acute glaucoma, all of which present with red eye and discharge.

	<u>Acute Conjunctivitis</u>	<u>Acute Iritis</u>	<u>Acute Glaucoma</u>
Symptoms	Irritation-mild foreign body sensation	Eye ache with light sensitivity	Pain & blurred vision, sometimes nausea & vomiting
Vision	Normal	Normal to hazy	Markedly impaired
Signs	Diffuse injection both palpebral & bulbar conjunctiva.	Circumcorneal injection with tearing	Diffuse injection bulbar conjunctiva, steamy cornea with tearing
Pupil	Normal	Constricted	Dilated
Prognosis	Rapid response to antibiotics when bacterial cause	Slow response to steroids & mydriatics	Needs immediate medical and possibly surgical therapy

Procedures for Care of the Eye (Cont'd)

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Micro Fichod

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with PA paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Procedures for Care of the Eye (Cont'd)

Minor infection with non-purulent discharge, redness, and itching - if the above treatment is ineffective then start: Sodium Sulfacetamide (Sulacryd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

Micro Fiched

9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

Signs and Symptoms

Micro Fiched

Headache - "Tension headache" is usually dull, drawing, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease.

or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic gr. $7\frac{1}{2}$ $\pm$ q.i.d. Check with physician if pain persists or worsens.

Micro Fiched

10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscid mucous.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Micro Fiched

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significant shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Procedure for Mild Asthmatic (Cont'd)

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticara and diffuse hives are present give:

Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

Micro Fiched

11. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

Micro Fiched

1. Angina Pectoris - A sensation of squeezing, burning, pressing, choking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.
2. Myocardial Infarction - A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.
3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give O₂ at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

Procedure for Cardiac Problems (Cont'd)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

Micro Fiched

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt ($\frac{1}{2}$ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Micro Fiched

Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.
2. Gelusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer: Rauwolfia (Reserpine), Phenylbutazone (Butazolidin), and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management:

Micro Fiched

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

CARE OF EAR INFECTIONS (Cont'd)

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicit history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d.,
as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn Micro Fiched
congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, grippe, acute bronchitis, and tracheobronchitis.

Management:

Micro Fiched

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

CARE OF EAR INFECTIONS (Cont'd)

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicit history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d.,
as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn Micro Fished
congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe
Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

A. Overactive

Micro Fiched

1. Disturbed, uncooperative, paranoid behavior.
2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.
3. Assaultive and destructive.
4. Noisy. (verbally)

B. Underactive

1. Depression.
2. Fearfulness.
3. Slowing of responses.
4. Sad facial expression.
5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.
2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

Care for Psychotic Episode (Cont'd)

3. Suspect and evaluate suicide in every underactive person.
4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

1. Overactive

May be treated as acute anxiety (see Standardized Procedure) after evaluation and if appropriate.

2. Underactive

Micro Filled

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alternations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger role, and some seizures tend to occur during sleep:

MANAGEMENT:

SIGNS AND SYMPTOMS

Micro Fiched

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeltal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.
2. Petit Mal -- (minor epilepsy) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.
3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.
4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

STANDARDIZED PROCEDURES FOR CONVULSIVE DISORDERS (continued)

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT forcibly restrain. Request officers not to move an inmate when seizing (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. c Pb $\frac{1}{2}$ T cap. 3-4 times daily.

DILANTIN 100 mg. T cap. 3-4 times daily

MYSOLINE 250 mg. (only as prescribed)

Micro Fiched

STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

- a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.
- b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.
- c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm.
- d. Transport to emergency room as soon as possible.

Micro Fiched

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

Micro Fiched

II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)
2. Be sure a soft portion of the stool is used.
3. Bring specimen to laboratory within a few (2-6) hours of collection.
4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.
5. Specimens for stool culture should be collected on three consecutive days.

Stool for Ova and Parasites

Micro Fiched

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.
2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites.
MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)
3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.
4. If stool is liquid, add about 1 tablespoon to each bottle.
5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

Micro Fiched

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, assessable only to MDs or nurses. Non-legend drugs may be assessable to MDs or nurses or other designated personnel.
2. Before medication is administered, positive identification of the recipient is required.
3. Medication may only be administered according to MD's instructions.
4. Medication must be ingested in front of nurse or correctional officer.
5. Addictive substances must be administered in liquid or powdered or whenever possible.
6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.
7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974 (Public Law 93-383)

1. NAME OF APPLICANT County of Yolo	2. APPLICATION/GRANT NO. B-78-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code) Courthouse, Room 204 Woodland, CA. 95695	4. DATE OF APPLICATION September 15, 1978
	5. DATE OF HUD RECEIPT OF APPLICATION September 15, 1978
	6. ☒ Original Funding Approval ☐ Amendment. Amendment No. _____

All section references below are to the Housing and Community Development Act of 1974, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION

(Check only one)

- a. ☐ Metropolitan Entitlement (Sec. 106)
b. ☒ Metropolitan Discretionary (Sec. 106)

Micro Fiched

(1) Sacramento, SMSA, State of California
(SMSA Name)

- c. ☐ Non-Metropolitan Entitlement (Sec. 106)
d. ☐ Non-Metropolitan Discretionary (Sec. 106)
e. ☐ Secretary's Discretionary (Sec. 107)
f. ☐ Urgent Needs Fund (Sec. 103(b))

FILED
NOV 22 1978
LAURENCE P. HENIGAN, Clerk
By [Signature] Deputy

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

- a. Amount of CDBG Funds Currently Reserved for this Applicant. \$ 450,000
b. Amount of CDBG Funds Now Being Approved for this Applicant \$ 450,000
c. Amount of Reservation to be Cancelled (Line 8a minus 8b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH 1 1 3 1 7 6	TAC 1 5 3 1 7 6	PROGRAM	Y	A	REG	AREA	DOCUMENT NO. 7 0 8 2	PROJECT NUMBER	- 5
CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.				

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

- a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans \$ -0-
b. Grant Amount Reserved for Guarantee of Loans for Acquisition of Property (Sec. 108(b)) \$ -0-
c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans (Sec. 112(a)(1)) \$ -0-
d. Sum of lines 9a, 9b, and 9c \$ -0-
e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) \$ 450,000

INSTRUCTIONS

BLOCK NO.

1. Enter the Applicant's name as shown in Item 4 of Standard Form 424.
2. Enter the number shown in Item 30 of Standard Form 424.
3. Enter the Applicant's complete address as shown in Item 4 of Standard Form 424.
4. Enter the date of application or amendatory shown in Item 23 of Standard Form 424.
5. Enter the month, day and year that the application or amendatory was received, provided that it was judged to be complete, and the 75 day period was started in accordance with 24 CFR 570.306. If the application was incomplete, enter the date that the additions which made it complete were received. Complete only when 7a or 7c is checked.
6. Check the appropriate box. Check "Original Funding Approval" for the first funding approval form executed under the grant number shown in Block No. 2. Check "Amendment" for subsequent funding approval forms executed under the same grant number. Number amendments under the same grant number consecutively, starting with "1."
7. Check the appropriate box. If box 7b is checked, complete line 7b (1).
8. The amounts entered in this block shall pertain only to funds appropriated for CD Block Grants. They shall not include amounts pertaining to surplus urban renewal funds, which are handled separately in Block No. 10.
 - a. Enter the amount of CDBG funds currently reserved for this Applicant under the grant number shown in Block No. 2. If amendment, enter the amount of CDBG funds which have been reserved since the completion of the previous Funding Approval form.
 - b. Enter the amount of CDBG funds now being approved for this Applicant. If amendment, enter only the increase (+) or decrease (-) in the amount of CDBG funds approved for use by this Applicant under the grant number shown in Block No. 2.
 - c. Subtract the amount on line 8b from the amount on line 8a and enter the difference on this line.
9. The amounts entered in this block shall pertain only to the distribution of the grant amount approved on line 8b.
 - a. Enter the amount voluntarily budgeted by the locality for repayment of urban renewal loans. (Obtain this figure from supporting schedule for line 11 of Form HUD-7015.5, Community Development Budget.) Attach schedule indicating the following for each loan: Project Number: _____
Amount of CDBG funds budgeted for loan repayment: _____
 - b. Enter the amount shown on line 4 of Item F of approved Form HUD-7015.6, Application for Community Development Loan Guarantee, if applicable.
 - c. Enter the amount deducted by HUD pursuant to 24 CFR 570.802 to be used for repayment of urban renewal loans. Attach schedule, indicating the following for each loan:
Project Number: _____
Amount of CDBG funds to be applied to loan repayment: \$ _____
 - d. Add the amounts on lines 9a, 9b, and 9c and enter the sum on this line.
 - e. Subtract the amount on line 9d from the amount on line 8b and enter the difference on this line. This is the amount of CDBG funds made available by this Funding Approval form for disbursement through the grant payment system (e.g., letter of credit).

Micro Fiched

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))		
a. Amount of Surplus U.R. Funds Reserved for this Applicant	\$	-0-
b. Amount of Surplus U.R. Funds Now Being Approved	\$	-0-
c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b)	\$	-0-

HUD ACCOUNTING USE ONLY											
BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER			
1	153 176	9	12	13	14	16	7082	23	30	35	\$
CATEGORY	AMOUNT 1				EFFECTIVE DATE	F	AMOUNT 2			SCHEDULE NO.	
36	41	45	50	54	60	61	65	70	74	79	

11. RECIPIENTS OF APPROVED GRANT AMOUNTS		Micro Fiched
IDENTIFICATION OF RECIPIENTS	APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT	APPROVED SURPLUS URBAN RENEWAL FUNDS
(1)	(2)	(3)
a. Applicant Identified in Block No. 1	\$ 450,000	\$ -0-
b. Name and Address of Recipient Other Than Applicant (Include Street, City, County, State and Zip Code)		
Not Applicable	-0-	-0-
	\$	\$
c. Total	\$ 450,000	\$ -0-

12. AMOUNT OF LOAN GUARANTEE NOW BEING APPROVED (Sec. 108(b))	\$ -0-
---	--------

13. RECIPIENT OF LOAN GUARANTEE (Check only one)
a. ☐ Applicant Identified in Block No. 1
b. ☐ Recipient Other Than Applicant (Name and Address)
Not Applicable

10. Complete only if surplus grant funds remained after the financial settlement of urban renewal and/or NDP project(s); and those funds have been reassigned to this Applicant. Reference: 24 CFR 570.801.

- a. Enter the amount of surplus U. R. funds reserved for this Applicant. Verify this amount with the Regional Accounting Division. On the first Funding Approval form in which this block is completed, enter the total amount of surplus U. R. funds reserved for this Applicant via Form HUD-718. On subsequent Funding Approval forms, whether original or amendment, enter the balance of surplus U. R. funds available for future use, as shown on line 10c of the previous Funding Approval form, plus any additional amount of surplus U. R. funds reserved for this Applicant via Form(s) HUD-718.
- b. Enter the amount of surplus U. R. funds now being approved for use by this Applicant. This amount will be disbursed through the grant payment system being used for CDBG funds (e. g., letter of credit). If a letter of credit is being used to disburse CDBG funds, the same letter of credit will be used to disburse surplus U. R. funds.
- c. Subtract the amount on line 10b from the amount on line 10a and enter the difference on this line.

11. a. Column (2). Enter the amount of CDBG funds now being approved for use by the Applicant identified in Block No. 1.

Column (3). Enter the amount of surplus U. R. funds now being approved for use by the Applicant identified in Block No. 1.

- b. Complete only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for all of the approved grant assistance. Reference: 24 CFR 570.500.

Column (1). Enter the name and complete address (Street, City, County, State and Zip Code) of the recipient, other than the Applicant, of approved grant funds. Any grant recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.

Column (2). Enter the amount of CDBG funds now being approved for use by the recipient other than the Applicant.

Column (3). Enter the amount of surplus U. R. funds now being approved for use by the recipient other than the Applicant.

- c. Complete only when line 11b is completed.

Column (2). Enter the sum of lines 11a (2) and 11b (2). The total must equal the amount shown on line 8b.

Column (3). Enter the sum of lines 11a (3) and 11b (3). The total must equal the amount shown on line 10b.

12. Enter the amount shown on line 6 of Item F of approved HUD-7015.6, Application for Community Development Loan Guarantee, if applicable.

13. Check the appropriate box. Check 13b only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for the approved loan guarantee assistance. Reference: 24 CFR 570.700. Enter the name and complete address (Street, City, County, State and Zip Code) of the loan guarantee recipient. Any loan guarantee recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.

- 14-20. Complete applicable sections.

Acceptance Provisions

Transmit to the recipient either the Acceptance Provisions (for a single recipient) or the Alternate Acceptance Provisions (for multiple recipients), as applicable.

Micro Fiched

14. Waiver of Certain Application Requirements for Section 106 Grants

- ☐ The application requirements of Sec. 104 (a) (1), (2) and (3) are waived pursuant to Sec. 104 (b) (3), except as indicated below:

1

None

15. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities

- ☐ HUD has determined that the activities described in the application as supporting community development needs having a particular urgency, as specifically described in the application, are designed to meet such needs.

1

16. Environmental Review Actions None

- (a) ☐ The Applicant lacks legal capacity to assume environmental responsibilities under Sec. 104 (h). HUD has prepared and circulated a final Environmental Impact Statement on the application.

1

- (b) ☒ The Applicant has legal capacity to assume environmental responsibilities under Sec. 104 (h) and has submitted requests for release of funds and certifications approved by HUD under Sec. 104 (h) (2) for all projects except those listed under Item 17 (a) hereof and the following exempt activities:

2

None

Micro Fiched

17. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except for the reasonable administrative costs related to the planning and execution of the projects listed in subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD environmental approval under Sec. 104 (h) (2):

Housing Rehabilitation
Street Improvements
Storm Sewer Facilities

- (b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available:

None

- (c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

None

- (d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.

None

- (e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 20.)

None

Micro Fiched

18. Ineligible Activities Reducing Section 106 Grant Entitlement

- ☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

1

Proposed Activity

None

Amount

Total:

19. Grant or Loan Guarantee Recipient Other than Applicant

- ☐ The grant and/or loan guarantee approved for any recipient other than the Applicant, as shown in Items 11.b. and/or 13.b., is for the following projects or activities:

1

Name of Recipient

Project or Activity

Amount

None

20. Special Conditions and Modifications of Grant Agreement

None

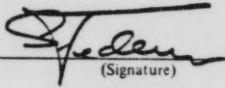
Micro Fiched

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P. L. 93-383) and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on _____

Date: 11/9/78

Secretary of Housing and Urban Development

By: 

(Signature)

Acting Area Manager

(Title)

Date Applicant notified that funding has been authorized: NOV 9 1978

No Date Necessary
See Page 11-22-78

ACCEPTANCE PROVISIONS

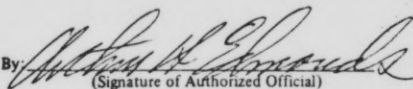
The Grant Agreement, authorized by the Department of Housing and Urban Development on _____ under the Funding Approval for application/grant no. B-78-DS-06-0005, is hereby accepted by the Applicant as Grantee under the Agreement and the Grantee agrees to comply with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

Micro Fiched

County of Yolo

(Name of Applicant/Grantee)

By:


(Signature of Authorized Official)

Title: Chairman, Board of Supervisors

Date:

11/21/78

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Micro Fiched

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

Micro Fiched

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Micro Fiched

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

2.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

Micro Fiched

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

Micro Fiched

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

4.

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

Micro Fiched

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

5.

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this Micro Fiched paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

6.

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Micro Fiched

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

7.

relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Micro Fiched

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

8.

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

Micro, Fiched

9.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, Micro Fiched and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

10.

provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

Micro Fiched

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

11.

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities. Micro Fiched

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

12.

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen:

Micro Fiched
Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

13.

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Micro Fiched

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

14.

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee,
Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

Micro Fiched

15.

consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Micro Fiched

AN 7-161

JUN 20 1980

THIS AGREEMENT is made among

PETER McNAMEE, Clerk
By [Signature]
DEPUTY

COMMISSION ON PROFESSIONAL AND HOSPITAL ACTIVITIES, a nonprofit corporation of Ann Arbor, Michigan, herein called CPHA, and Yolo General Hospital

, a hospital in the city of Woodland, State (or Province) of California, herein called Hospital, and Golden Empire Health Systems Agency a(n) health planning agency in the city of Sacramento, State (or Province) of California, herein called Research Organization.

Micro Fiched

Hospital has contracted with CPHA to furnish CPHA certain medical and hospital data from Hospital's records regarding the care of patients in Hospital, and such data are part of the permanent file of CPHA.

A request has been made to Hospital by Research Organization for the release to it of certain of said data from the permanent file of CPHA, and Hospital has agreed to the release of such data. Data to be released under the terms of this agreement are agreed to mean copies of, or tabulations from, the data on permanent file with CPHA.

The parties therefore agree as follows:

1. Hospital agrees:

- A. To hereby authorize CPHA to furnish to Research Organization the data described in Attachment 1 to this agreement. This authorization will continue until 30 June 1979.
- B. To hold CPHA harmless from any damages, litigation, liability or claimed liability, claims, and any expenses including legal expenses incident thereto resulting from the furnishing of data as authorized by this agreement.

2. CPHA agrees to furnish Research Organization with such data as Hospital has authorized in Paragraph 1 above, with specific terms covering the reimbursement of CPHA's cost of assembling, preparing, and submitting such data to be covered in a separate agreement between CPHA and Research Organization.

3. Research Organization agrees:

- A. That data furnished to Research Organization under this agreement will be used for the general purpose of improving the practice of medicine or the administration of hospitals, and for the specific use and purposes outlined in Attachment 2 to this agreement.
- B. That unless specifically stated in Attachment 2, Research Organization will not during the term of this agreement or thereafter release, furnish, disclose, publish, or otherwise disseminate data furnished under the terms of this agreement to any other person or organization for any purpose, including for the purpose of further processing of such data.

C. To assume all liability for any use, furnishing, disclosure, publication, or recording in any way by Research Organization of data furnished under the terms of this agreement, and to hold CPHA and Hospital jointly and severally harmless from any damages, litigation, liability or claimed liability, claims, and any expenses including legal expenses incident thereto resulting from any such use, furnishing, disclosure, or revealing of said data, whether such use, furnishing, disclosure or revealing of said data occurs during the term of this agreement or thereafter.

4. It is mutually agreed:

- That the term of this agreement shall begin on the date of its execution, and end on the date shown in Paragraph 1 above, except that CPHA or Hospital may at any time and for any purpose in its full and complete discretion terminate this agreement by advance written notice to the other parties to this agreement.
 - That should any provisions of this agreement be found to conflict with any provisions of any other agreement between Hospital and CPHA, the provisions of this agreement shall prevail with respect to data furnished hereunder.
 - That the covenants, representations, and indemnities set forth herein on behalf of the parties shall survive the termination of this agreement.
 - That Attachments 1 and 2 to this agreement are hereby made a part of this agreement.
 - That this agreement shall be construed and interpreted under the laws of the State of Michigan.
5. Each person signing this agreement thereby represents that he is authorized to enter into this agreement by the organization for which he is signing.

Micro Fiched

RESEARCH ORGANIZATION

HOSPITAL

COMMISSION ON PROFESSIONAL
HOSPITAL ACTIVITIES

<u>Charles R. Mack</u> (signature)	<u>Robert A. Smith</u> (signature)
<u>Executive Director</u> (title of signer)	<u>Chairman, Board of CPHA</u> (title of signer)
<u>11-13-78</u> (date signed)	<u>11-21-78</u> (date signed)

Attachments: 1. Data Description
2. Study Description

CPHA 156-4-74

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNCIL
By Robert A. Smith
DEPUTY COUNTY COUNCIL

344
Commission on Professional and Hospital Activities 1968 Green Road, Ann Arbor, Michigan 48105
This organization is sponsored by the American College of Physicians, American College of Surgeons, American Hospital Association, Southwestern Michigan Hospital Council

DATA DESCRIPTION
(Attachment 1)

Description of medical and hospital data, statistics, and analyses to be furnished to Research Organization by CPHA pursuant to Paragraph 1 (A) of Agreement for Release of Hospital Data or Paragraph i, Medical Information Research Contract:

- A. Data will be selected and copied from the permanent files of all PAS Case Abstracts, excluding stillborn and supplemental records submitted to CPHA by the hospital during January-December 1975 and January-December 1977.
- B. Following are the items of data to be selected from each record:
1. Hospital number
 2. Admission month
 3. Admission year
 4. Zip code
 5. Final diagnosis
 6. Age
 7. Sex
 8. Expected source of payment
 9. Length of stay
- C. The tape format will be IBM format, 9-track, 1600 BPI, EBCDIC, odd parity, and unlabeled. There will be 414 characters per record and nine records per block. Unused fields will be zero-filled.

Micro Fiched

CPHA

STUDY DESCRIPTION
(Attachment 2)

Description of the purposes for which medical and hospital data, statistics, and analyses to be furnished to Research Organization by CHHA pursuant to Paragraph 1 (A) of the Agreement for Release of Hospital Data or Paragraph 1, Medical Information Research Contract will be used by Research Organization.

The purpose of this study is to provide the health planning agency with baseline hospital inpatient data to assist them in developing their regional health plan.

Micro Fiched

FILED

NOV 21 1978

LAURENCE P. HENIGAN, Clerk

By John C. Lucas
Deputy

AGREEMENT NO. 78-346

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 21st day of
November, 1978, by and between the COUNTY OF YOLO, a
political subdivision of the State of California (hereinafter
referred to as "COUNTY"), and ROBERT AND MARTHA KELLEY, (herein-
after referred to as "PROVIDERS"),

W I T N E S S E T H:

Micro Fiched

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for
children requiring temporary or emergency care outside their own
homes.

2. PROVIDERS represent that they possess the necessary qualifica-
tions to carry out the desired provision of shelter care.

3.. PROVIDERS agree to carry out the services for COUNTY described
herein, under the terms and conditions set forth in this Agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty-four
(24) hour per day basis, three beds for children requiring
temporary or emergency shelter home care.

2. PROVIDERS shall obtain and keep current a foster home license,
and shall comply with all State regulations concerning foster home
care.

3. PROVIDERS shall receive at any hour of the day or night,
seven (7) days per week, up to three children between the ages of
0-18 years, who have been taken into temporary custody as neglected,

1 abused, destitute, or homeless children.

2 4. PROVIDERS shall refuse to accept children who are in need of
3 immediate emergency medical care. PROVIDERS may also refuse to
4 accept children who are violent or who are known fire-setters.
5 PROVIDERS may not refuse children with colds, flu, or other
6 chronic illnesses not requiring emergency care. Micro Fiched

7 5. PROVIDERS shall make an initial inventory of all personal
8 property in possession of each child received, and mark those
9 items to assure their return to the child when the placement
10 terminates.

11 6. PROVIDERS shall keep on-going records, on forms provided
12 by COUNTY, on all removals from and returns to the home of each
13 child during the placement, and any other information requested
14 by COUNTY. All records concerning children shall be kept
15 confidential.

16 7. PROVIDERS shall not permit any children in their care to
17 be removed from their home by third parties, without the
18 express consent of the social worker in each instance.

19 8. PROVIDERS shall permit visitation by parents of the children
20 in their care, between the hours of 10:00 a.m. and 9:00 p.m.
21 All visitation is to be by appointment and with the approval of
22 the social worker in charge.

23 9. PROVIDERS shall cooperate with Yolo County Department of
24 Social Services staff and other community resources in develop-
25 ing, coordinating, and implementing a treatment/casework plan in
26 the best interest of each child.

1 10. PROVIDERS shall provide transportation to all Court appearances,
2 doctors and dentists appointments, school, and other places as
3 necessary. PROVIDERS shall have a valid California driver's
4 license, and maintain automobile public liability insurance in
5 at least the minimum amounts required by law.

Micro Fiched

6 11. PROVIDERS shall make all necessary arrangements for school
7 registration for each child.

8 12. PROVIDERS shall provide each child placed with care approp-
9 riate to the child's needs, including room and board, recreation,
10 available public education, necessary clothing, and medical and
11 dental care. COUNTY shall pay for the necessary clothing, medical,
12 and dental care, and other special needs. PROVIDERS shall further
13 provide substitute parenting appropriate to each child, including
14 training, constructive discipline, and supervision by a responsible
15 adult.

16 13. PROVIDERS shall make all necessary arrangements for hiring
17 back-up help. All such help must be at least twenty-one (21)
18 years of age and be approved by the County Department of Social
19 Services.

20 14. PROVIDERS shall remain in contact with the COUNTY Communica-
21 tions Operator at all times, except during periods of vacation and
22 week-ends off as provided herein.

23 15. PROVIDERS shall abide by the Civil Rights Act of 1964, and
24 any other Federal or State legislation which prohibits discrimina-
25 tion on the basis of sex, race, religion, handicap or ethnic
26 background in the hiring of employees or in providing services

1 under this Agreement.

2 16. PROVIDERS shall be responsible for the selection and procure-
3 ment of necessary supplies, food, clothing and incidentals, for
4 maintenance of safe and sanitary standards in their home, and
5 for provision of healthful nutrition to each child. COUNTY will
6 provide the initial supply of special needs, such as diapers;
7 however, PROVIDERS will be responsible for maintaining such
8 supplies.

Micro Fiched

9 17. PROVIDERS shall have one week-end off per month. During this
10 week-end, they will not be required to maintain contact with
11 the Communications Operator. However, any children at the home
12 at that time will continue to be cared for by PROVIDERS,
13 whether in the home or away from it. The dates of said week-ends
14 off shall be as agreed upon by the Department and PROVIDERS.

15 PROVIDERS agree to give the Department at least one weeks'
16 notice of intended week-end off dates.

17 18. PROVIDERS shall have one week of vacation per year, under
18 the same terms and conditions as stated above for week-ends off.

19 In addition, PROVIDERS shall be entitled to one week of sick leave
20 per year, under the same terms and conditions as for week-ends off
21 and vacations. Time off for sickness beyond one week shall
22 result in a pro rata reduction of the monthly amount paid by
23 COUNTY to PROVIDERS as set forth herein.

24 19. COUNTY shall provide essential background information and
25 any other information concerning the needs of each child, as
26 well as information regarding any dangerous propensities

1 of each child, whenever such information is obtained. COUNTY
2 shall act promptly to remove any child whose physical condition
3 or dangerous propensities reasonably could be foreseen to imperil
4 the property or person of others in PROVIDERS' home. COUNTY shall
5 obtain any necessary emergency care for children before they are
6 placed with PROVIDERS.

Micro Fiched

7 20. COUNTY shall provide consultation and/or training to PROVIDERS
8 as necessary for the effective provision of services under this
9 Agreement.

10 21. COUNTY shall pay PROVIDERS the sum of \$200.00 per month,
11 irrespective of the number of days on which children have been
12 placed in the home. In addition, for each day on which a child
13 is in the home, COUNTY shall pay the sum of \$8.00 for that child,
14 up to a daily maximum of \$24.00 for three children.

15 22. It is specifically understood that PROVIDERS are independent
16 contractors and are not subject to the direction and control of
17 COUNTY except as to final result. PROVIDERS shall be solely
18 liable and responsible to pay all required taxes and other
19 obligations, including, but not limited to, withholding and
20 Social Security. PROVIDERS agree to indemnify and hold COUNTY
21 harmless from any liability which it may incur to the Federal or
22 State government as a consequence of this contract.

23 23. The term of this Agreement shall be for a period of one (1)
24 year beginning on September 1, 1978, and ending on August 31, 1979.
25 This writing contains all of the terms agreed upon by the parties.
26 No other understandings, oral or otherwise, regarding this agreement

1 shall be deemed to exist or to bind any of the parties hereto.
2 This agreement may be amended, modified, or terminated by consent
3 of the parties, in writing. It may be terminated by either party
4 upon sixty (60) days' notice, or by the COUNTY without notice for
5 violation by PROVIDERS of any term or condition of this agreement.
6 Any assignment of this agreement shall require prior written
7 consent of COUNTY. Such consent, once given, shall not be deemed
8 to waive the requirement of consent by COUNTY for any subsequent
9 assignments. Micro Fiched

10 IN WITNESS WHEREOF, the parties hereto have executed this
11 agreement the 21st day of November, 1978.

12 COUNTY OF YOLO, a political sub-
13 division of the State of California

14 BY Arthur H. Daniels
15 CHAIRMAN OF THE BOARD OF SUPERVISORS
16 COUNTY OF YOLO, STATE OF CALIFORNIA

17 PROVIDER

18 BY Robert E. Kelly
19 Martha Kelly
20
21
22
23
24
25
26

COUNTY OF YOLO

Woodland, California



- ☐ Main Office: 20 Cottonwood St., P.O. Box 531
Woodland, CA 95695 (916-666-8203)
- ☐ 922 Sacramento Ave., P.O. Box 638
Broderick, CA 95605 (916-372-2000)
- ☐ 204 F St., Davis, CA 95616 (916-758-4330)

14
NOV 21 1978
JOHN R. VERA, Director

November 8, 1978

The Honorable Arthur H. Edmonds, Chairman
And the Honorable Board of Supervisors

RE: CONTRACT FOR EMERGENCY SHELTER CARE
ROBERT AND MARTHA KELLEY

RECEIVED
NOV 14 1978
LAURENCE P. HENIGAN, Clerk
By Deputy
Micro Fiched

The attachment is an agreement between the Yolo County Department of Social Services and Robert and Martha Kelley to provide non-secure emergency shelter care for two children up to age 18.

This is an effort on this department's part to provide alternative placement facilities apart from the East Yolo Shelter Home for the Woodland area. This agreement is for a one year period of time with the family guaranteeing two beds per month at a county retainer cost of \$100 per bed plus \$8.00 per diem when used. Approximate costs for the one year period will be as shown.

KELLEY SHELTER COST

2 beds @ \$100 each for one year	\$ 2,400.00
Per diem @ \$8.00 per day for 180 days (*)	<u>1,440.00</u>
TOTAL	\$ 3,840.00

(*) Based on a 50% occupancy rate

There is no increased county costs because of the state buy-out of the Boarding Home and Institutions Program.

THEREFORE, it is recommended:

- (1) That the Board of Supervisors authorize the chairman to sign this agreement with Mr. and Mrs. Kelley to provide emergency shelter care for the period of one year to Yolo County.

Very truly yours,

John R. Vera
Director

/mk

Attachment: Agreement

COUNTY OF YOLO

①
Item 15 a

Subgrant Signature Sheet

Title III - YCCIPAgreement/
Subgrant No. 78-347Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Economic Opportunity Commission of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Economic Opportunity Commission of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

DEC 29 1978

Economic Opportunity Commission of Yolo County - YCCIP

Address

LAURENCE P. HENIGAN, Clerk

440 & 442 College Street

By Barbara Rodgers
Deputy

City

RECEIVED

Phone

Woodland, CA 95695

DEC 29 1978

(916) 666-0981

Program Director

LAURENCE P. HENIGAN, Clerk

Micro Fiched

Audrey L. Smith

By Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

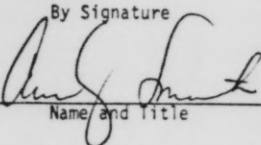
The term of the SUBGRANT shall begin on December 01, 1978.The term of the SUBGRANT shall end on September 30, 1979.The total amount of the SUBGRANT is \$13,060.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

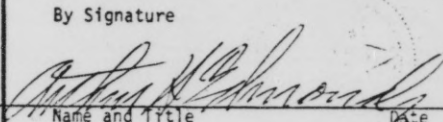
By Signature

By Signature



Name and title

Date

Audrey L. Smith
Executive Director


Name and title

Date

Arthur H. Edmonds, Chairman
Yolo County Board of Supervisors

NOV 21 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 01 day of December, 1978, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Economic Opportunity Commission of Yolo County hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan. Micro Fiched

2. Economic Opportunity Commission of Yolo County is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Program Narrative.
- (e) Quantitative Goals Statement
- (f) Line Item Program Budget.
- (g) Non-financial Agreement Statement.
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin December 01, 1978,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 13,060, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government, Micro Fiched
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

Micro Fiched

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fiched

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

Micro Fiched

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

* Micro Fiched

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fiched

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

Micro Fiched

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

Micro Fiched

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

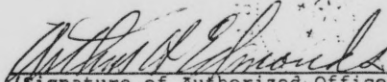
31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. _____.

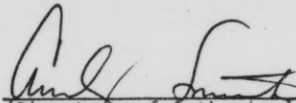
COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Economic Opportunity Commission of Yolo County
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

NOV 21 1978

19

Executive Director
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

Micro Fiched

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

Micro Fiched

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(2)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Micro Fiched

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

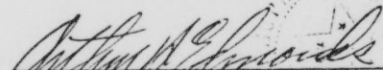
F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

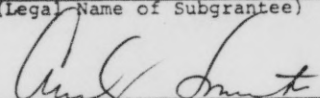
Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Economic Opportunity Commission of Yolo County
(Legal Name of Subgrantee)

NOV 21 1978

19


(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

B. Additional Assurances for Title III YEDPA

As a subagent, I agree to assure the following safeguards, as defined in the Federal Regulations, Section 97.613, page 46732, for employees currently, recently, or potentially employed by this agency:

- (c) Project applicants must assure that the project will result in an increase of employment opportunities over those which would otherwise be available, and that Micro Fiched
- (1) It will not result in the displacement of currently employed workers;
 - (2) It will not substitute jobs assisted under this subpart for existing federally assisted jobs;
 - (3) It will not employ any youth when any other person is on layoff by the employer from the same or any substantially equivalent job in the same area;
 - (4) It will not employ any person to fill a job opening created by laying off or terminating the employment of any regular employee, or otherwise reducing the regular work force, in anticipation of filling vacancies by hiring youth to be supported under YCTIP;
 - (5) It will not infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service not subsidized under the Act;
 - (6) It will not permit a job to be filled in other than an entry-level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with; and
 - (7) Where job restructuring will occur or where new job classifications will be developed, these will not be done in order to negate established personnel procedures, or to displace currently employed workers.

Date: _____

Signed: _____
Executive Officer

YOUTH COMMUNITY CONSERVATION
AND IMPROVEMENTS PROJECT

PROJECT SUMMARY

The Economic Opportunity Commission of Yolo County, Inc. proposes to train five (5) youths in energy conservation methods and minor home repairs and improvements involving carpentry, painting, masonry, plumbing and weatherization. One participant will receive training and improve skills in recordkeeping, operation of various copy and duplicating equipment, telephone answering techniques, filing, forms completion and typing.

The project will renovate twenty (20) low-income housing units and two (2) public community facilities. Preference for service will be given to owner-occupied housing units.

Micro Fiched

Participants will receive training on job requirements and general orientation, tool and equipment orientation and safety requirements. Weekly four-hour workshops will be conducted covering all the basic skills needed on housing construction and repair.

QUANTITATIVE GOAL STATEMENT

It is anticipated that one out of the trainees will secure employment with an unsubsidized private employer or in an apprenticeship program, and two will be sufficiently motivated to actively pursue further education and training in the construction or carpentry trades. Due to the age of some of the participants, (16-20), they will not be able to secure employment in this field immediately as you must be at least 18 years old for apprenticeship programs. Also, some of the participants will not have the motivation necessary to further their career and may view this training period and the project as merely another job.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE III OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____ DATE October 29, 1978

Subgrantee Name and Address:

Economic Opportunity Commission

440 & 442 College Street

Woodland, CA 95695

Contact Person Audrey Smith

Phone 666-0981 **Contract No.** _____

Period: From 12-1-78 **To** 9-30-79

Program Name YCCIP

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	DJT	WEX	SERVICE	BRASSILTON SERVICES	CEE	VEP	
OCT.								
NOV.								
DEC.			382					382
JAN.			1444					1444
FEB.			1440					1440
MAR.			1442					1442
APR.			1390					1390
MAY			1392					1392
JUNE			1390					1390
JULY			1392					1392
AUG.			1390					1390
SEPT.			1398					1398
TOTAL			13060					13060

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.								
NOV.								
DEC.	382							382
JAN.	384				236	824		1444
FEB.	382				236	822		1440
MAR.	384				236	822		1442
APR.	382				186	822		1390
MAY	384				186	822		1392
JUNE	382				186	822		1390
JULY	384				186	822		1392
AUG.	382				186	822		1390
SEPT.	384				190	824		1398
TOTAL	3830				1828	7402		13060

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

 Name and Title of Authorized Official

 Signature

 Date
 Signed

Jack C. Boyer
 Accountant

11-17-78
 Date

James D. Thomas
 Principal Administrative Analyst

11-18-78
 Date

SUBGRANTEE NAME AND ADDRESS
 Economic Opportunity Commission
 440 & 442 College Street
 Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

Micro Fiched

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	3175			317	318
FRINGE BENEFITS	655			65	66
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	3830			382	384

$$x = 0, \quad y = 0, \quad z = 0, \quad t = 0.$$

5

440 & 442 College Street

Woodland, CA 95695

CONTRACT NO.

Micro Fiched

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

Economic Opportunity Commission

440 & 442 College Street

Woodland, CA 95695

Micro Fiched

OPERATING BUDGET

CONTRACT NO. _____

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING	1828				236
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost	270				30
Supplies					
Telephone					
Books & Educational Aids	150				50
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost	1408				156
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)	7402				824
Staff Salaries	6003				667
Staff Fringe	1262				140
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies	137				17
Telephone					
Rental Equipment					
Office Equipment					
Uncl. Supervision Cost					
TOTAL NON-ADMINISTRATIVE COST	9230			0	1060
ADMINISTRATIVE COST	3830			382	384
TOTAL - WORK EXPERIENCE	13060			382	1444

CONTRACT NO.

Woodland, CA 95695

Micro. Eched

[illegible]

COUNTY OF YOLO

Subgrant Signature Sheet

Title III YCCIPAgreement/
Subgrant No.78-348Amended by Agree. #78-396

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Micro Fiched

Yolo County Superintendent of Schools - Project MOVE

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Yolo County Office of Education - Project MOVE (YCCIP)

Address

423 Main Street

City

Phone

Woodland, CA 95695

Program Director

(916) 666-0925

Jesus M. Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on December 1, 1978The term of the SUBGRANT shall end on September 30, 1979The total amount of the SUBGRANT is \$34,820

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Jack Potter, Superintendent

Arthur H. Edmonds, Chairman
Yolo County Board of Supervisors

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 01 day of December, 1978, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Project Superintendent of Schools - MOVE hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

Micro Fiched

(f) Making maximum efforts to achieve the provisions of the plan.

2. Yolo County Superintendent of Schools - Project MOVE is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Program Narrative
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin December 1, 1978,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 34,820, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

Micro Fiched

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program. Micro Fiched
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

Micro Fiched

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)). Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-348.

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

(Corporate Seal)

NOV 21 1978

19

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched :

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

Micro Fiched

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Micro Fiched

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

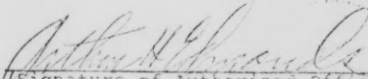
Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Micro Fiched

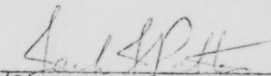
COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

NOV 21 1976
19


(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

B. Additional Assurances for Title III YEDPA

As a subagent, I agree to assure the following safeguards, as defined in the Federal Regulations, Section 97.613, page 46732, for employees currently, recently, or potentially employed by this agency:

Micro Fiched

- (c) Project applicants must assure that the project will result in an increase of employment opportunities over those which would otherwise be available, and that
 - (1) It will not result in the displacement of currently employed workers;
 - (2) It will not substitute jobs assisted under this subpart for existing federally assisted jobs;
 - (3) It will not employ any youth when any other person is on layoff by the employer from the same or any substantially equivalent job in the same area;
 - (4) It will not employ any person to fill a job opening created by laying off or terminating the employment of any regular employee, or otherwise reducing the regular work force, in anticipation of filling vacancies by hiring youth to be supported under YCTIP;
 - (5) It will not infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service not subsidized under the Act;
 - (6) It will not permit a job to be filled in other than an entry-level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with; and
 - (7) Where job restructuring will occur or where new job classifications will be developed, these will not be done in order to negate established personnel procedures, or to displace currently employed workers.

Date: _____

Signed: _____
Executive Officer

PROGRAM DESCRIPTION SUMMARY

The Yolo County Comprehensive Manpower Program, Project M.O.V.E., will utilize the enclosed funds to provide:

- 1) direct payment of wages and fringes to program participants in the EOCYC - YCCIP program;
- 2) outreach, recruitment, selection, and certification of youth to be enrolled in the EOCYC - YCCIP program; and
- 3) coordination and provision of programmatic technical assistance, to ensure the implementation of the EOCYC - YCCIP program goals and objectives.

Micro Fiched

Under this contractual agreement, the M.O.V.E. Project will also provide the following services:

- 1) make regular and special reports as required by the Youth Advisory Council (YAC) of Yolo County on the local YCCIP program progress;
- 2) serve as a catalyst to provide problem-solving assistance in the implementation and progress of the EOCYC - YCCIP program in Yolo County;
- 3) make the necessary reports to the Prime Sponsor for submission to the Department of Labor, and for program review and monitoring purpose; and
- 4) retain all appropriate back-up fiscal and participant records as required for program audit review.
- 5) provide participant group workshops on career information and development, pre-employment skills development, and job search techniques, as required.
- 6) provide individualized vocational testing, resumé writing, career counseling, and job referral for participants, as requested.

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION YCETA
 Room 102, Yolo County Courthouse, Woodland, California 95695 CR 10-11-82

CETA TITLE III OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____ DATE October 30, 1978

Subgrantee Name and Address:

Yolo County Office of Education
425 Main Street
Woodland, California 95695

Contact Person Jess Moreno

Phone 666-0925 Contract No. _____

Period: From 12-1-78 To 9-30-78

Program Name BOC YCCIP

6 Participants Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	INDUSTRIAL SERVICES	CEE	VEP	
OCT.			0					0
NOV.			0					0
DEC.			3,030					3,030
JAN.			3,532					3,532
FEB.			3,532					3,532
MAR.			3,532					3,532
APR.			3,532					3,532
MAY			3,532					3,532
JUNE			3,532					3,532
JULY			3,532					3,532
AUG.			3,532					3,532
SEPT.			3,534					3,534
TOTAL			34,820					34,820

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	0		0	0		0		0
NOV.	0		0	0		0		0
DEC.	96		2,544	151		239		3,030
JAN.	96		3,016	181		239		3,532
FEB.	96		3,016	181		239		3,532
MAR.	96		3,016	181		239		3,532
APR.	96		3,016	181		239		3,532
MAY	96		3,016	181		239		3,532
JUNE	96		3,016	181		239		3,532
JULY	96		3,016	181		239		3,532
AUG.	96		3,016	181		239		3,532
SEPT.	94		3,016	181		243		3,534
TOTAL	958		29,688	1,780		2,394		34,820

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD
 PROJECTS ADMINISTRATOR

Name and Title of Authorized Official

Forrest L. Honnold

Signature

Oct. 30 1978

Date

For CETA Approval Only:

Jack A. Brown
 Accountant

11-12-78
 Date

Lawrence J. Brown
 Principal Administrative Analyst

11-12-78
 Date

SUBGRANTEE NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695 Micro Fiched

OPERATING BUDGET

CONTRACT NO. _____

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES *	29,688	0	0	2,544	3,016
FRINGE BENEFITS *	1,780	0	0	151	181
F.I.C.A.					
Workers' Comp. Ins.	1,780	0	0	151	181
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES *	2,394	0	0	239	239
Staff Salaries	1,534	0	0	153	153
Staff Fringe Benefits	460	0	0	46	46
Staff Travel	200	0	0	20	20
Special Program Tech. Assist.	0	0	0	0	0
Space Cost	100	0	0	10	10
Supplies	100	0	0	10	10
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Uncl. Supervision Cost					
TOTAL NON-ADMINISTRATIVE COST	33,862	0	0	2,934	3,436
ADMINISTRATIVE COST	958	0	0	96	96
TOTAL - WORK EXPERIENCE	34,820	0	0	3,030	3,532

(100% DIFFERENCE)

OPERATING BUDGET

CONTRACT NO.

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695

Micro Fiched

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

Micro Fiched

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	958	0	0	96	96
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	958	0	0	96	96

(ADMINISTRATIVE SUBGRANTEE)

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

OPERATING BUDGET

425 Main Street

CONTRACT NO.

Woodland, California 95695

Micro Fiched

[illegible]

Woodland, California 95695

Contract No. _____

[illegible]

REQUEST FOR PROGRAM MODIFICATION

DATE

Yolo County Superintendent of Schools - Project MOVE

October 30, 1978

Title: II and VI

Modification Number

Contract Number

Program: Service to Participants

First (1)

78-283

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged
 ☐ Increased by \$ _____
 ☒ Decreased by \$ 15,050

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The original contract's purpose was to provide monitoring and manpower supportive services to Title II and VI participants through the Project MOVE comprehensive manpower service delivery system.

Micro Fiched

LAURENCE P. FORBES, Clerk

By *Laurence P. Forbes*
DEPUTY

MODIFICATION

During the recent reorganization of the County's Employment and Training Administration to facilitate it becoming a Prime Sponsor, the monitoring function was moved into the County's area of responsibility. A new contract was devised to cover the service portion only. This modification is required to cover expenses actually incurred by Monitoring Staff prior to being moved into the Employment and Training Administration staff.

\$3,139

New grand total and fixed price

Signature of program operator Date

Signature

Date

Recommendation of Yolo County Employment & Training Administration: ☐ Approved ☐ Disapproved

Signature

Date

☐ Request for modification denied
☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.
Signature of Authorized Officer: *Laurence P. Forbes* Date *11/21/78*

Effective date of modification

CETA TITLE OPERATING BUDGET

II & VI

☒ ORIGINAL ☐ REVISION NO. _____

DATE October 30, 1978

Subgrantee Name and Address:

Contact Person Jess Moreno

Yolo County Office of Education

Phone 666-0925 Contract No. _____

425 Main Street

Period: From 10-1-78 To 10-31-78

Woodland, California 95695

Program Name County Contract

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	VE	SERVICE	OTHER	SUMMER	
OCT.					\$ 3,139			\$ 3,139
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL					3,139			3,139

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.						\$ 3,139	\$ 3,139
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL						\$ 3,139	\$ 3,139

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L. HONNOLD

PROJECT ADMINISTRATOR

Name and title of Authorized Official

For CETA Approval Only:

Jack C. Boyd
Accountant

11-17-78
Date

Forrest L. Honnold Oct 30, 1978
Signature Date

James P. Smith 11-19-78
Principal Administrative Analyst Date

BUDGET

ACT NO.

Micro Fiched

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
SERVICES	\$ 3,139	\$ 3,139			
Staff Salaries	1,890	1,890			
Staff Fringe Benefits	828	828			
Staff Travel	187	187			
Spec. Prog. Tech. Assist.	234	234			
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	3,139	3,139			
ADMINISTRATIVE COST					
TOTAL - SERVICES TO CLIENTS	3,139	3,139			

COUNTY OF YOLO

Subgrant Signature Sheet

Title II & VI

Agreement/
Subgrant No. 78-350

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Micro Fiched
Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Yolo County Office of Education - Project MOVE

Address

423 Main Street

City

LAURENCE R. HENGMAN, Clerk

Phone

DEPUTY

Woodland, CA 95695

(916) 666-0925

Program Director

Jesus Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on October 01, 1978

The term of the SUBGRANT shall end on September 30, 1979

The total amount of the SUBGRANT is \$5,000

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Jack Potter
Superintendent

Arthur H. Edmonds, Chairman
Yolo County Board of Supervisors

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 01 day of October
4 1978, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Superintendent of Schools - MOVE Project hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

Micro Fiched

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 fied by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

2. Yolo County Superintendent of Schools - Project MOVE is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
(b) Signature Sheet.
(c) Assurances and Certification.
(d) Program Narrative.
(e) Program Narrative, Attachment I.
(f) Program Narrative, Exhibit A.
(g)
(h)
(i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin October 01, 1978,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 5,000, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government, ^{Micro Fiched}
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fiched

- (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly,

(a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT. Micro Fiched
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result. Micro Fiched

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

. Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

Micro Fiched

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-350.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Richards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Paul J. Pata
(Signature of Authorized Officer)

NOV 21 1978

19

Superintendent
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Deployment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

b. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Fiched

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

Micro Fiched

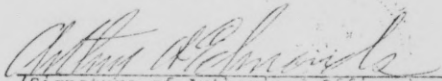
F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

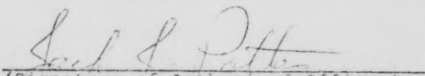

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

NOV 21 1978

19


(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

GENERAL
PROGRAM NARRATIVE

Services to Title II and VI Participants

The purpose of this contract will be to provide a description of the outreach, intake, and enrollment activities provided by Project MOVE to all Title II and VI applicants/participants, and to outline specifically the manpower and supportive services that will be made available to Title II and VI participants referred by the Prime Sponsor for assistance.

Under this contract, Project MOVE will be responsible for the following pre-enrollment and initial enrollment activities:

- Organization of Open Position Packet; Micro Fiched
- Outreach and Recruitment, including in rural areas;
- Determination of Eligibility for Referral to Agency;
- Referral to Agency for Selection;
- Final Redetermination of Eligibility and Enrollment of Selected Participant.

Further detail of methods and procedures to be used are included in Attachment I. Such methods and procedures are subject to minor revision by changes in Department of Labor criteria or by Department of Labor bulletin of clarification, or through caused by the new CEIA Re-authorization Legislation.

Furthermore, under this contract, MOVE Project will provide Title II and VI participants referred by the Prime Sponsor with manpower supportive services and placement activities through their comprehensive manpower program. These shall include:

- career information and development;
- individual training plan and/or employability plan development;
- vocational testing/evaluation and/or related vocational counseling;
- assistance in training or educational program entry;
- resume preparation assistance and interview counseling;

- pre-employment workshop, if applicable;
- job search workshop, when requested;
- job referral to unsubsidized employment; and job stability counseling and/or group session participation;
- other related supportive services that are provided through the comprehensive service delivery system.

Allowances, tuition, or related costs for participants in the Job Search Workshop or other training programs at or affiliated with Project MOVE will be paid by the Prime Sponsor.

Micro Fiched

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

ATTACHMENT I

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Micro Fiched
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

Micro Fiched

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

Micro Fiched

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

B. Orientation

A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Yolo County Employment &
Training Administration
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

Should you have any questions regarding your job or experience any problems, please call me immediately at 666-8374. We will be most happy to help you and are committed to making your participation on CEIA a rewarding and valuable experience.

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 78-351

MODIFICATION OF SUB-GRANT

FILED

Subgrantee Name

Yolo County Superintendent of Schools

Address

500 First Street

City

Woodland, CA 95695

Phone

662-8424

Program Director

Date of Modification

October 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 78-265 is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

of \$ 8,016

~~XXXXXXXX~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from October 1, 1978 to December 31, 1978.
4. This modification is effective on the Date of Modification set forth above.

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

(Signature of Authorized Officer)

Jack J. Potter, County Superintendent of Schools
(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By

DEPUTY

(SEAL)

POSITION LISTING

TITLE II

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

<u>Position</u>	<u>Salary</u> <u>10-1-78 to 12-31-78</u>	<u>Benefits</u> <u>10-1-78 to 12-31-78</u>	<u>Total</u>
One Clerk-Typist	\$ 2,037	\$ 708	Micro Ficked \$ 2,745
One Custodian Trainee	2,145	729	2,874
One Account Clerk	2,067	714	2,781
One Administrative Clerk	1,358	476	1,834*
One Outreach Worker	2,346	765	3,111
One Outreach Worker	1,542	512	2,054*
One Outreach Worker	1,542	512	2,054*
One Instructional Aide	1,650	723	2,373*
<u>One</u> Program Technician	<u>2,499</u>	<u>795</u>	<u>3,294</u>
Nine Totals	<u>\$17,186</u>	<u>\$ 5,934</u>	<u>\$23,120</u>

*Positions not included in original budget; also, modification of allotment for mileage.

Yuba College Yuba Community College District

North Beale Road & Linda Avenue

Marysville, California 95901

Telephone (916) 742-7351

AGREEMENT NO. 78-352

MEMORANDUM OF AGREEMENT

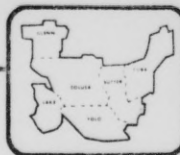
Between

Yuba Community College Emergency Medical Technician I Program

and

Yolo General Hospital

July 1, 1978 - June 30, 1979



Item 7
CENTERS AT
BEALE A.F.B.
WOODLAND
LAKE CO.
COLUSA CO.
SERVICE CENTER

Micro Fiched

FILED

DEC - 5 1978

LAURENCE P. HENIGAN, Clerk

By... *Robert E. Hansen*
Deputy

I. AFFILIATING AGENCY:

The Yuba Community College Emergency Medical Technician I Program (hereinafter called the SCHOOL) and the Yolo General Hospital (hereinafter called the AFFILIATING HOSPITAL).

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept E.M.T. students for supervised Emergency Room observation and experience.

III. THE AFFILIATING HOSPITAL AGREES TO:

- A. Provide Emergency Care experience in the Emergency Room for no more than 2 E.M.T. Students at a time for 10 hours of observation and experience as delineated below each semester:
 1. B.P.
 2. T-P-R
 3. O₂ and Mask
 4. Patient Transportation
 5. Application of Monitor Leads
- B. Admit all students without discrimination in race, sex or creed.
- C. Emergency Medical Technician affiliates to be allowed the same lunch room and rest room facilities as provided for other employees, with no racial discrimination.

DANIEL G. WALKER

District Superintendent and President

GOVERNING BOARD OF TRUSTEES

ms. Fred Sankey, Colusa

ALGEO H. BRILL

Assistant Superintendent and Vice President

V. Pres. Ted George, Yuba City

Clerk John W. Pennebaker, Marysville

Grace Clement, Marysville

ROBERT J. CAREY

Assistant Superintendent for Business Services

Eyvind M. Faye, Knight's Landing

Eileen Frye, Yuba City

Nordstrom Johnson, Esparto

D. Students to be required to wear a white uniform.

IV. THE SCHOOL AGREES TO:

- A. Provide classroom instruction. Emergency Medical Technician students will be given at least 20 hours of class in theory and practice prior to Emergency Room assignment.
- B. The E.M.T. instructor will meet periodically with hospital E.R. staff for assistance with the development of curriculum policies and integration of the educational program.

Micro Fiched

- C. Submit the following information to the AFFILIATING HOSPITAL:

A statement of the number of expected affiliating students at least one week prior to the affiliation date.

- D. Provide Liability Insurance in the amount of \$1,000,000 per occurrence.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement, or adjustment does not justify her/his continuance within the school.

VI. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least two months notice shall be given by either participating agency and that students enrolled in the program shall be given an opportunity to complete the full program.

Date:

Dec 5, 1978

Signed:

Arthur E. Brown
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Signed:

Daniel G. Walker
Dr. Daniel G. Walker
District Superintendent & President
Yuba Community College

Date:

Nov 13, 1978

11-9-1976

* APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By:

Robert A. Stetson
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 78-352-A

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

County of Yolo

Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on Jul. 19th, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/County Resolution No. 78-181 approved by the City/County Board of Supervisors on December 12, 1978 (See copy attached).

County of Yolo

Local Agency

By

Arthur K. Shum
Title
Chairman, Board of Super-
visors.

Attest: Laurence P. Honigan

Clerk

By

Patricia E. Lucas Deputy

December 12, 1978

Date

District Director of Transportation

District 03

Department of Transportation

Local Agency County of Yolo

Date November 15, 1978

Supplement No. 6

To Local Agency-State

Agreement No. 03-5922

03-Yol-0-CR

RRP-F061(001)

Riske Lane @ SNR

Xing No. 8-92.2

Micro Fiched

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.		Accounting Officer	\$53,685.20	Program Code	Category	Fund Source
4178	156(A)	HC 42	220	AF-500		
357	1978	1978-77				

APPROVED AS TO FORM
CHARLES H. MACK
COUNTY COUNCIL

PROGRAM

EXHIBIT B

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

03-Yol-0-CR

Date: November 15, 1978

PROGRAM SUPPLEMENT NO.: 6
TO MASTER AGREEMENT NO. 03-5922Local Agency: County of
Yolo

Project No.	Location & Description	Total Cost Est.	Max. Federal Funds Avail.	Matching Funds*
RRP-F061(001)	In the County of Yolo on Riske Lane at Sacramento Northern RR Grade Crossing No. 8-92.2 Install No. 9 automatic gates to replace existing crossbucks and wigwag by Railroad Force Account.	\$59,650	\$53,685	\$5,965
				*Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. The cost of maintenance of the crossing shall be as allocated by Public Utilities Commission.

Agreement for Purchase of IBM Features and Model Conversions

To: International Business Machines Corporation

Agreement No.: 141499

Branch Office Address:

520 Capitol Mall
Sacramento CA 95814

FILED

Branch Office No.: 376

Customer No.: 9948100

Name and Address of Customer:

County of Yolo
Data Processing Services
Courthouse
Woodland, CA 95695

JAN 16 1979

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

Micro Fiched

The Customer agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement agrees to sell, in accordance with the following terms and conditions, the features and model conversions listed below. Under such terms and conditions, IBM will 1) sell features and model conversions to the Customer and 2) provide warranty service for the features and model conversions, all as described herein. The Customer agrees to accept the features, model conversions and warranty service under the terms and conditions of this Agreement. The Customer further agrees with respect to the features and model conversions to accept the responsibility for 1) their selection to achieve the Customer's intended results, 2) their use and 3) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from, any other equipment, programs or services used with the features and model conversions.

This Agreement must be signed by the Customer and received by IBM on or before the Date of Installation of the feature or model conversion. Payment in full for each feature and model conversion shall be due upon the Date of Installation unless otherwise provided for in an IBM Installment Payment Agreement between IBM and the Customer.

The prices shown below are F.O.B. IBM Plant. All destination charges for each feature and model conversion from a designated IBM location and any rigging charges will be paid by the Customer in accordance with IBM's then current shipping and billing practices.

In addition to the prices shown below, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based on net income. Any personal property taxes assessable on the features and model conversions after delivery to the carrier shall be borne by the Customer.

Installed Machine Type/Serial Number	Model/ Feature Number	Warranty Category	Description	Amount
3125/10557	GE	A	Model change FE to GE	\$4,700
	H	A	Model change GE to H	7,050

REC'D IBM
SACRAMENTO GEN
DEC 14 2 03 PM '78

TOTAL \$11,750

TITLE

Title to each feature and model conversion passes to the Customer on the date of shipment from IBM, or on the date of acceptance of this Agreement by IBM, whichever is later.

SECURITY INTEREST

IBM reserves a purchase money security interest in each of the

features and model conversions listed herein in the amount of its purchase price. These interests will be satisfied by payment in full unless otherwise provided for in an IBM Installment Payment Agreement. A copy of this Agreement will be filed on IBM's behalf with appropriate state authorities at any time after signature by the Customer as a financing statement in order to perfect IBM's security interest. Such filing does not constitute acceptance of this Agreement by IBM.

Please send all communications to IBM at its branch office listed above unless notified to the contrary.

(e) repair or replacement of parts due to other than normal wear);

The Warranties provided by IBM under this Agreement do not include:

- a) repair of damage or increase in service time caused by failure to comply with the applicable law, installation manual or instructions provided, but not limited to, the failure to provide, or the failure of, equipment, hardware, software, or other components or parts;
- b) repair of damage or increase in service time caused by the use of the equipment and input devices for purposes other than processing and transmitting data.

IBM shall have full and free access to the features and model upgrades determined by IBM, installed on the features and model upgrades, as written confirmation by IBM, effect to have only mandatory changes, subject to the Customer may, by providing notice subject to the feature controlled and installed by IBM on the feature determined ap- During the warranty period, engineering changes, determined ap- During the warranty period, engineering changes, determined ap- During the warranty period, engineering changes, determined ap-

[illegible]

WARRANTIES

Features and model conversions purchased under this Agreement may be either newly manufactured by IBM from a new and serviceable

The Customer agrees to provide a suitable installation environment (as specified in the applicable IBM installation manual) and to furnish all labor required for unpacking and placing each part and model component in the desired location. Packaging materials shall be the property of the Customer. Features and model conversions purchased under this Agreement shall be installed as specified by IBM. The Date of Installation for a feature or model conversion being installed will be the day (Monday through Friday) following the day that (1) the feature or model conversion is installed, as specified by IBM, or (2) the feature or model conversion is delivered to the Customer if the Customer fails to provide a suitable installation environment or elects to delay installation, as specified by IBM. IBM will notify the Customer of the Date of Installation.

the Date of Installation shall be lower than the price for such feature or model conversion stated in this Agreement, the Customer shall have the benefit of such lower price.

Priorities of the features and put model conversions stated herein shall be subject to all established price increases except those increases which become effective during the three months immediately prior to the date of feature or model conversion shipment. In the event that the price of any feature or model conversion stated here is increased pursuant to the terms of this paragraph, the Customer may elect to terminate this Agreement as to that feature or model conversion, or in its entirety, upon written notice to IBM within one month of notification of the price increase; otherwise, the higher price shall be effective.

If IBM establishes a price for any feature or model conversion upon the price increase, the higher price shall be effective.

requested by the Customer.

radiation or radioactive contamination for which the Customer is legally liable. After the Date of Installation, all risks of loss or damage shall be on the Customer.

During the period the features and model conversions are in transit or in possession of the Customer, up to and including the date of installation, IBM and its insurers, if any, relieve the Customer of responsibility for all risks of loss or damage to the features and model conversions except for loss or damage caused by nuclear reaction, nuclear

RISK OF LOSS OR DAMAGE

alterations in, or attachments to, the machines, features and model upgrades; and

j) providing warranty service if the machine is located outside the United States or Puerto Rico.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OTHER PRODUCTS AND SERVICES

All maintenance and other service activities (including but not limited to activities excluded from the Warranties provided under this Agreement and those relating to pre-installation planning, inspections, relocation of machines, engineering changes and altered programming) which may be made available by IBM to the Customer at no additional charge or at IBM's then applicable time and material charges, in connection with any machines or programming supplied under this Agreement shall be subject to the terms and conditions of this Agreement unless such activities are provided under another written agreement signed by IBM and the Customer.

In addition to the machines, programming and services provided under this Agreement, IBM offers other products and services at separate charges under applicable written IBM agreements. IBM and the Customer agree that such products and services cannot be the subject of an oral agreement. The Customer may contract with IBM for any such products or services as available, but only under the terms and conditions of a written agreement signed by the Customer and IBM.

TRAVEL EXPENSE

There will be no charge for travel expense associated with warranty service or programming service under the Agreement except that actual travel expense shall be charged in those instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation.

MAINTENANCE SERVICE AND PARTS

Following expiration of the applicable warranty period, IBM, if requested, will provide, at IBM's charges and terms then generally in effect, maintenance service and maintenance parts for the features and model conversions, as long as such service and parts are generally available.

ENGINEERING CHANGES

IBM will, upon request, furnish to the Customer, at IBM's prices then generally in effect, such engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the features and model conversions. But IBM makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, these features and model conversions.

PATENT INDEMNITY

IBM will defend at its own expense, any action brought against the Customer, to the extent that it is based on a claim that the features and model conversions supplied by IBM, or the operation of such features and model conversions pursuant to a current release and modification level of any Type I program or System Control Programming furnished by IBM, infringe a United States patent and, IBM will pay those costs and damages finally awarded against the Customer in any such claim, but such defense and payments are conditioned on the following:

a) that IBM shall be notified promptly in writing by the Customer of any notice of such claim; and

- b) that IBM shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and
- c) should the features and model conversions, or the operation thereof, become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the Customer shall permit IBM, at its option and expense, either to procure for the Customer the right to continue using the features and model conversions, to replace or modify the same so that they become noninfringing, or to grant the Customer a credit for such features and model conversions as depreciated and accept their return. The depreciation shall be an equal amount per year over the life of the features and model conversions as established by IBM.

IBM shall have no liability to the Customer under any provision of this clause with respect to any claim of patent infringement which is based upon:

- a) the combination, or utilization, of features and model conversions furnished hereunder with machines or devices not made by IBM; or
- b) the operation of machines, features and model conversions furnished by IBM pursuant to any program other than, or in addition to, the aforementioned Type I programs or System Control Programming; or
- c) the modification by the Customer of features and model conversions furnished hereunder or of the aforementioned Type I programs or System Control Programming.

The foregoing states the entire liability of IBM with respect to infringement of patents.

LIMITATION OF REMEDIES

IBM's entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of features or model conversions furnished under this Agreement, the Customer's remedy is 1) the adjustment or repair of the feature or model conversion, or replacement of its parts by IBM, or, at IBM's option, replacement of the feature or model conversion, or 2) if, after repeated efforts, IBM is unable to install the feature or model conversion or a replacement feature or model conversion in good working order, or to restore it to good working order, all as warranted, the Customer shall be entitled to recover actual damages to the limits set forth in this Section. For any other claim concerning performance or non-performance by IBM pursuant to, or in any other way related to the subject matter of, this Agreement, the Customer shall be entitled to recover actual damages to the limits set forth in this Section.

IBM's liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or the purchase price stated herein for the specific features and model conversions that caused the damages or that are the subject matter of or are directly related to the cause of action. The foregoing limitation of liability will not apply to the payment of cost and damage awards referred to in the Section entitled "Patent and Copyright Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent and Copyright Indemnity."

GENERAL

This Agreement is not assignable without the prior written consent of IBM. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void.

Micro Fiched

This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of IBM, and variance from the terms and conditions of this Agreement in any order or other written notification from the Customer will be of no effect. The term "this Agreement" as used herein includes any applicable installment payment agreement, supplement, or future written amendment made in accordance herewith.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

No action, regardless of form arising out of this Agreement may be brought by either party more than two years after the cause of action

has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the State of New York.

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Micro Fiched

REC'D IBM
SACRAMENTO CEM
DEC 14 2 03 PM '78

Received by IBM at Sacramento/376

Branch Office Name/Number

By B. R. Searzella

Manager's Signature

Jack R Searzella

Manager's Name (Type or Print)

On December 14 1978

Date

Accepted by:

International Business Machines Corporation

By J. E. Young

Authorized Signature

J. E. Young

Name (Type or Print)

Manager of Business Controls

Title

On January 2, 1979

Date

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By [Signature]

DEPUTY COUNTY COUNSEL

County of Yolo

By [Signature]

Chairman, Board of Supervisors
County of Yolo, State of Calif.

Name (Type or Print)

Title

On December 12, 1978

Date

PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

International Business Machines Corporation

Armonk, New York 10504

AGREEMENT NO. 78-354

Installment Payment Agreement (State and Local Government)

COPIES 18

Branch Office Address:

520 Capitol Mall
Sacramento CA 95814

Agreement No.: D41418

Branch Office No.: 376

Customer No.: 9948100

Name and Address of Customer:

County of Yolo
Data Processing Services
Courthouse
Woodland CA 95695

Micro Fiched

This Installment Payment Agreement supplements and amends Agreement No. 141499, dated December 1, 1978, between International Business Machines Corporation (IBM) and the above-named Customer with respect to the following IBM machines and/or their model upgrades and features (hereinafter called machines) referred to in said Agreement:

Type	Model/Feature	Description	Quantity	Unit Price	Amount
3125	GE	Model change FE to GE	1	\$4,700	\$4,700
	H	Model change GE to H	1	7,050	7,050

FILED

RECEIVED

MAR 16 1979

MAR 16 1979

PETER McNAMEE, Clerk

PETER McNAMEE, Clerk

By *Hebra G. Conley*
Deputy

By _____
Deputy

TOTAL

REC'D 18 H
SACRAMENTO CEM
Dec 14 2 02 PM '78

Terms and Conditions

1. Cash Price (if this were a cash sale)	\$ 11,750.00
2. Cash Down Payment.	\$ 1,175.00
3. Unpaid Cash Price (Item 1 minus Item 2)	\$ 10,575.00
4. Time Price Differential (Finance Charge on Item 3)	\$ 2,132.40
5. Contract Time Balance (Sum of Items 3 and 4)	\$ 12,707.40
6. State and Local Taxes, if Applicable (Computed on Cash Price from Line 1)	\$ 705.00
7. Total Cash Payment (Sum of Items 2 and 6)	\$ 1,880.00
8. Total Time Sale Price (Sum of Items 5 and 7)	\$ 14,587.40

Please send all communications to IBM at its branch office listed above unless notified to the contrary.

The Customer promises to pay in full the Total Cash Payment consisting of the Down Payment and State and Local Taxes (if applicable) (a) upon the Date of Installation of the machines or (b) with respect to installed machines, on the Effective Date of Purchase, and to pay the Contract Time Balance in consecutive Periodic Payments including Finance Charge for the Fiscal Periods as set forth below:

PAYMENT PLAN I

Fiscal Period	Periodic Payment (Annual) (Biennial)	Finance Charge (Included in Payment)
1		
2		
3		
4		
5		
6		

REC'D IBM
SACRAMENTO CEM
DEC 14 2 02 PM '78

PAYMENT PLAN II

Fiscal Period	Periodic Payment (Total of Monthly Payments for Fiscal Period)	Monthly Payment	Total Finance Charge for Fiscal Period (Included in Payments)
1 6	\$1,270.74	\$211.79	\$325.22
2 12	2,541.48	211.79	681.11
3 12	2,541.48	211.79	531.72
4 12	2,541.48	211.79	370.30
5 12	2,541.48	211.79	195.93
6 6	1,270.74	211.79	28.12

The Periodic Payment for Period 1 is due on the first business day of the month following the Date of Installation or the Effective Date of Purchase, and the Periodic Payments for Periods 2 through 6 are due on the first business day of each succeeding Fiscal Period. If Payment Plan I has been chosen, payments must be made in full on the due dates. If Payment Plan II has been chosen, payments must be made in equal consecutive monthly installments beginning on the due dates and continuing on the corresponding day of each month of the Fiscal Period until fully paid. Payments include Finance Charge in the appropriate amount indicated above.

The Customer having been offered the choice of purchasing at the foregoing Cash Price (plus applicable State and Local Taxes) or at the Total Time Sale Price has elected to purchase at such Total Time Sale Price.

The Customer may at any time pay in advance the full amount due hereunder and the Time Price Differential will be adjusted by IBM to reflect the shorter payment period.

All remittances are to be made to the IBM Branch Office address listed herein.

Assignments

This Installment Payment Agreement is not assignable by the Customer, nor may the Customer sell, transfer, relocate or dispose of the machines, or any of them, without prior written permission of IBM. In no event may the machines be relocated outside the United States. Any attempted assignment or transfer by the Customer of any of the rights, duties or obligations of this Installment Payment Agreement is void.

Customer's Covenants

The Customer agrees that: (a) it will not create, assume, or voluntarily suffer to exist, without giving IBM at least 15 calendar days prior written notice, any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon the machines, or any of them; (b) it will keep the machines in good repair and operating condition; (c) it will pay promptly all taxes and other charges when levied or assessed upon the machines, or their operation or use, or upon IBM in connection with this Installment Payment Agreement (exclusive of taxes based on net income); and (d) it will promptly to procure and maintain fire insurance with the Customer for the full insurable value thereof for the duration of this Installment Payment Agreement, the policy for such insurance being endorsed to show loss payable to IBM and assigns as respective interests may appear. Upon request a certificate of such insurance will be furnished to IBM or assigns. Any proceeds received directly by IBM under such insurance shall be credited to the payment required from the Customer pursuant to the Section entitled "Destruction of Machines."

Destruction of Machines

In the event that any of the machines shall be lost, stolen, irreparably damaged or destroyed or otherwise rendered permanently unfit for use from any cause whatsoever (such occurrences being hereinafter called Casualty Occurrences) prior to the payment in full of the Total Time Sale Price, to the extent permitted by law the Customer shall promptly pay to IBM a sum equal to the aggregate Casualty Value of such machines. Any money so paid shall be applied, on the installment date next following receipt by IBM of such payment, to reduce installments thereafter falling due so that such installments represent only the payments due for the remaining machines.

The Casualty Value of each machine suffering a Casualty Occurrence shall be the sum of the balances of Unpaid Cash Price and Time Price Differential unpaid at the time of such Casualty Occurrence and attributed to such machine, such Time Price Differential being adjusted by IBM to reflect the shorter payment period.

Defaults

Any one or more of the following are events of default: (a) the Customer shall fail to pay in full any sum payable by the Customer when due hereunder following IBM's written notice of such failure, except as provided for in the Section entitled "Funding"; (b) the Customer shall fail to obtain insurance as required in this Installment Payment Agreement; (c) the Customer shall, for more than 30 days after IBM shall have demanded in writing performance or observance thereof, fail to comply with any other term of this Installment Payment Agreement; (d) any insolvency proceedings of any character, voluntary or involuntary, shall be instituted by or against the Customer; or (e) the Customer shall make an assignment for the benefit of creditors.

Remedies

If an event of default shall have occurred, IBM or assigns may, to the extent permitted by law: (1) recover the balance of amounts due hereunder; (2) enter any premises where the machines may be and take possession of them, or render them unusable, and retain all prior payments as partial compensation for their use and depreciation; (3) if Customer has failed to keep the machines in good repair and operating condition, restore the machines to good repair and operating condition at Customer's expense for actual time and materials expended by IBM at IBM's then current charges; (4) sell the machines, after at least 15 days' notice before the date of any intended public sale or the date after which any private sale or other disposition of the machines is to be made, with or without the machines at the sale, at which sale IBM or assigns may purchase the machines; (5) incur reasonable attorneys' fees and legal expenses in exercising any of its rights and remedies upon default which the Customer agrees to pay; and/or (6) pursue any other remedy permitted by law or in equity.

Waiver of any default shall not be a waiver of any other default; all of IBM's rights hereunder are cumulative and not alternative.

Funding

Since the Customer intends to request the appropriation of funds periodically to be paid for the machines, if funds are not appropriated for the Customer for such Periodic Payment for any future Fiscal Period, the Customer will not be obligated to pay the remainder of the Total Time Sale Price due beyond the end of the then current Fiscal Period. Such event will not constitute an event of default. The Customer agrees to notify IBM in writing of such nonappropriation at the earliest possible time.

In the event that funds are not appropriated as provided above and the Customer is unable to make further payments due under this Installment Payment Agreement beyond the end of the then current Fiscal Period, IBM will, within a reasonable time after the end of such Period, enter and take the machines from Customer's premises and will retain all sums previously paid by Customer to IBM as partial compensation for machine use and depreciation; provided, however, that upon Customer's request, Customer may, prior to such repossession, retain the machines during a reasonable period agreed to by IBM at a monthly charge designated by IBM, beginning on the first day following the last Fiscal Period for which payment has been made hereunder.

Security Interest and Location of Machines

To secure the payment of the Total Time Sale Price, IBM reserves a purchase money security interest in each of the machines and Customer hereby grants a security interest in any substitutions, replacements and additions thereto and the proceeds thereof. A copy of this Installment Payment Agreement may be filed with appropriate authorities at any time after signature by the Customer as a financing statement in order to perfect IBM's security interest. Such filing does not constitute acceptance of this Installment Payment Agreement by IBM. The Customer also shall execute from time to time, alone or with IBM, any financing statements or other documents and do such other act or acts considered by IBM to be necessary or desirable to perfect or protect the security interests hereby created. The machines shall remain personal property, not become part of the freehold, and be kept at:

Courthouse

(street address)

Woodland

Yolo

California

(city)

(county)

(state)

where IBM may inspect them at any reasonable time.

General

If the Unit Price for any machine is adjusted as provided for in the Agreement referred to herein, the payments herein agreed to be paid shall be adjusted and this Installment Payment Agreement shall be amended accordingly.

The terms and conditions of this Installment Payment Agreement shall prevail notwithstanding any variance with the terms and conditions of the Agreement referred to herein.

Should this Installment Payment Agreement and/or the Agreement referred to herein be held by the courts to be invalid or unenforceable, in whole or in part, the parties agree that the machines shall be deemed to have been installed pursuant to the terms and conditions of IBM's Agreement for Lease or Rental of IBM Machines and its State and Local Government Lease Plan Amendment at IBM's applicable Lease Plan Monthly Charges, commencing with the Date of Installation or the Effective Date of Purchase of the machines. For the period prior to such holding, IBM shall credit to the applicable Lease Plan Monthly Charges the amounts paid by the Customer to IBM under this Installment Payment Agreement and amounts paid by the Customer for maintenance, property taxes and insurance. Any excess credits shall be refunded to the Customer, and any deficiency shall be due to IBM, but in no event shall any amount be due to IBM in excess of funds appropriated.

This Installment Payment Agreement and the Agreement referred to herein constitute a single Agreement and the complete and exclusive statement of the agreement between the Customer and IBM, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The Customer acknowledges that Customer has read this Agreement, understands it, agrees to be bound by its terms and conditions, and by Customer's signature below acknowledges that Customer is legally authorized to enter into this Agreement. The Customer acknowledges receipt of a true copy hereof and of the Agreement referred to herein.

Micro Fiched

Received by IBM at Sacramento 376

Branch Office Name/Number

By X

Bruce Ritz

Manager's Signature

for Jack R. Scarzella

Manager's Name (Type or Print)

On December 14 1978

Date

Accepted by:

International Business Machines Corporation

By

G. W. STEERLE

Authorized Signature

G. W. STEERLE
BILLING MANAGER

(Print)

On

Jan 3, 1979

Date

Sandy W. Carter

Witness to IBM's Signature

Witness to IBM's Signature

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By

[Signature]

DEPUTY COUNTY COUNSEL

County of Yolo

By

Chairman, Board of Supervisors
County of Yolo, State of Calif.

Name (Type or Print)

Title

On

December 12, 1978

Date

Attest: Laurence P. Henigan, County Clerk

By

[Signature]

Witness to Customer's Signature

Deputy Clerk

PLEASE PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

DEC 12 1978

LAURENCE P. HENRIAN, Clerk

By: *[Signature]*
Deputy

THIS AGREEMENT is made by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF WOODLAND, a municipal corporation, hereinafter referred to as CITY.

Micro Fiched

I. PURPOSE.

Pursuant to Education Code Sections 18900, et seq., and 19100, et seq., COUNTY and CITY each maintain and operate separate library facilities within the boundaries of CITY and these facilities, neither separately nor jointly, provide the level of service expected by the patrons and taxpayers. The primary purpose of this agreement is to increase the level of library service through the cooperation of COUNTY and CITY by providing library space which is more usable and more adequate to meet the present and future needs of the community and to achieve economy of scale by eliminating expense arising from the maintenance and operation of duplicate facilities which serve the same patrons and taxpayers.

II. SUBJECTS OF AGREEMENT.

A. Administration, Operation, and Maintenance of Library Facilities within the City's Boundaries.

1. Contract for County Services. From and after January 1, 1979, COUNTY shall accept and assume sole authority and responsibility for the administration, operation, and maintenance of the library facilities within CITY'S boundaries including, but not limited to, the CITY library located at 250 First Street, and on or before January 1, 1979, CITY shall dissolve the existing Board of Trustees of the Woodland Public Library.

2. Yolo County Library Advisory Board. Subject to nomination by CITY, COUNTY'S Board of Supervisors shall appoint

a resident of CITY to the Yolo County Library Advisory Board to represent the CITY in advising the Board and the County Librarian on library matters.

3. Administration of Grant or Trust Funds.

a) Grants. It is the intention of the parties hereto that the above-mentioned contract for COUNTY services be assisted by procurement of establishment grants under the California Library Services Act and Title V of the California Administrative Code. CITY and COUNTY shall take all necessary and proper steps to apply for and receive such grants. Any State or Federal grants obtained by CITY for library purposes shall be paid to COUNTY for use of the Woodland branch library facility. Micro Fiched

b) Trusts. COUNTY may, to the fullest extent not prohibited by law, administer any trust declared or created for the Woodland branch library, and receive by gift, devise or bequest and hold in trust or otherwise property situated in the State or elsewhere, and where not otherwise provided, dispose of the property for the benefit of the Woodland branch library. Further, COUNTY shall become successor in interest to any and all trusts currently in existence in favor of CITY for library purposes, and CITY shall execute any necessary and appropriate documents to effect said transfer.

c) Special Funds. If payment into the County Library Fund is inconsistent with conditions or terms of any gift, devise, bequest, or agreement specifically designated for the Woodland branch library, COUNTY shall provide for the safety and preservation of same, and the application thereof

to the use of the Woodland branch library in accordance with the law and the terms and conditions of the gifts, devise, bequests or agreements, for the use of the trust fund. Interest on such funds shall remain with the trust funds.

4. Minimum Annual Operating Budget. COUNTY shall provide funds for each year's operating budget for the Woodland branch library in an amount no less than that generated by application of the funding formula set forth in Exhibit A, attached hereto and by this reference made part hereof. CITY, at its own expense, may provide additional funds for operation of the Woodland branch library if it deems it necessary or desirable to do so.

Micro Fiched

5. Accounting Procedures. The Auditor of the County of Yolo shall account for all funds paid by CITY to COUNTY, and shall prepare reports of all receipts and disbursements in accordance with standard accounting procedures.

6. Inventory of Real and Personal Property. Prior to January 1, 1979, CITY shall inventory all real and personal property transferred to COUNTY to accomplish the purposes of this agreement. COUNTY thereafter shall make such periodic inventories and accountings of such real and personal property as COUNTY deems necessary.

7. Employees. Employees of CITY employed in classifications at the Woodland Public Library as of the effective date of this agreement, shall be employed by COUNTY and thereafter:

a) Each CITY employee shall, for the purpose of determining entitlement to vacation time, be given full credit for service as a CITY employee, the same as if

that time were served as a COUNTY employee.

b) Each CITY employee shall be entitled to all fringe benefits enjoyed by other COUNTY employees in the same classifications.

c) The transfer of sick leave and vacation time balances of each CITY employee shall be unrestricted and COUNTY shall give each affected employee full credit for such leave balances upon transfer.

Micro Fiched

d) Upon transfer of CITY employees to COUNTY, COUNTY shall assign all CITY employees to work at the Woodland branch library in the classifications, for the number of hours, and at the salaries listed in Exhibit B, which exhibit is attached hereto and by this reference made part hereof.

e) In the event that COUNTY determines that COUNTY library personnel must be layed off, no CITY employee shall be layed off unless COUNTY determines that there must be a reduction in the number of classifications listed in Exhibit B. The order of lay-off of these CITY employees shall be based upon the seniority date determined from the first day of employment in the classification as a CITY employee. However, when a CITY employee voluntarily transfers from the Woodland branch of the COUNTY library or is forced to transfer from the Woodland branch of the COUNTY library because of an above-mentioned reduction in the number of classifications listed in Exhibit B, whatever "displacement" rights accrue under COUNTY personnel rules against less senior library employees shall be determined from a seniority date fixed as of the date of this agreement,

which date appears at the end of this agreement.

B. Remodeling the Existing City Library Facility and
Constructing a New Woodland Branch Library Facility.

1. Remodeling the Existing City Library Facility.

a) Preliminary Structural Study. CITY has caused a structural study to be made of the existing Woodland Public Library Building, located at 250 First Street in the City of Woodland, for the purposes of determining the feasibility and practicality of remodeling the existing structure and improving the grounds surrounding it. No later than July 1, 1979, COUNTY and CITY, on the basis of this structural study, jointly shall exercise reasonable judgment to decide whether such work shall be done.

Micro Fiched

b) Specifications for Remodeling. No later than December 31, 1979, COUNTY and CITY, respectively, shall approve specifications for such remodeling work as may be authorized.

c) Award of Bids, Administration of Contracts.

Inspection of Remodeling. COUNTY solely shall be responsible for the award of bids, the administration of contracts, and the inspection of such remodeling work work as may be authorized.

d) Time for Completion of Remodeling. Contracts for remodeling work to be awarded by COUNTY shall require completion of such work no later than December 31, 1981.

e) Payment. All expenses for said remodeling, including but not limited to, all architectural fees, construction costs, and any expenses incurred for changes to the existing parking lot and grounds shall be shared equally by CITY and COUNTY. Whichever party pays any such

expenses shall be reimbursed by the other party within thirty (30) days after receipt of written notice. Said reimbursement shall equal one-half of the payment.

2. Construction of a New Woodland Branch Library Facility.

a) Specifications. Subject to CITY providing a site pursuant to subparagraph "d" below, no later than December 31, 1981, COUNTY and CITY, respectively, shall approve specifications for construction of a new Woodland Branch Library.

b) Award of Bids, Administration of Contracts, Inspection of Construction. COUNTY solely shall be responsible for the award of bids, the administration of contracts, and the inspection of the construction of the new Woodland Branch Library Facility.

Micro Fiched

c) Time for Commencement and Completion of Construction. The contracts for construction of a new Woodland Branch Library Facility to be awarded by COUNTY shall require commencement of construction no later than December 31, 1982 and shall require completion of construction no later than December 31, 1984.

d) Payment. CITY, at its sole cost and expense shall provide an appropriate site within the city limits for construction of a Woodland Branch Library Facility, the size and location of which shall be subject to agreement between CITY and COUNTY. COUNTY shall encumber and expend \$643,000 for said construction. This sum excludes any monies expended for the above-mentioned remodeling of the existing CITY library facility and any monies expended to provide space in the construction of a new Woodland Branch Library Facility for County Library Administration and Support Services. However, if the specifications agreed upon between CITY and COUNTY require expenditures of more

than \$643,000, CITY shall pay such costs unless COUNTY and CITY mutually agree otherwise.

e) Additions. COUNTY and CITY, respectively, shall approve specifications for additions to the new Woodland Branch Library.

C. Lease of Library Facilities Within City's Boundaries.

1. Lease of Existing City Library Facility. CITY and COUNTY hereby agree that COUNTY, for the sum of ONE DOLLAR (\$1.00) annually, shall lease from CITY the existing land and improvements located at 250 First Street, Woodland, California, currently occupied and used for library facilities and related parking. Said lease shall run for the same term as this agreement; however, the lease shall terminate upon occupation of a new Woodland branch library or as herein-after provided. The rent payable within each year of the term or renewal term of said lease shall become due and payable only in consideration of the right to possess, occupy, and use the premises and improvements thereon during that year.

2. Lease of Ground for a Newly Constructed Woodland Branch Library Facility. CITY and COUNTY hereby agree that COUNTY for the sum of ONE DOLLAR (\$1.00) annually, shall lease from CITY the land comprising the site for construction of a new Woodland branch library. Said lease shall run for the same term as this agreement; however, the lease shall terminate as hereinafter provided. The rent payable within each year of the term or renewal term of said lease shall become due and payable only in consideration of the right to possess, occupy, and use the premises and improvements thereon during that year.

III. TERM OF AGREEMENT.

The term of this agreement shall begin on January 1, 1979, and shall continue for ninety-nine (99) years thereafter.

IV. TERMINATION OF AGREEMENT.

This agreement may be terminated by either party without cause by giving written notification to the other party, as is hereinafter provided, at least one (1) year in advance of the termination date. Notwithstanding the preceding sentence, neither party shall give such notice during the first two (2) years following the date of execution appearing on page 12 of this agreement, and any attempt to terminate during said period shall be null and void.

Micro Fiched

V. EFFECT OF TERMINATION.

A. In the event CITY terminates this agreement as immediately hereinabove provided, CITY shall reimburse COUNTY for the full value of COUNTY'S contribution for remodeling the existing Woodland Public Library facility located at 250 First Street, and the full value of COUNTY'S contribution for construction of a new Woodland Branch Library Facility. The value of COUNTY'S contribution for the remodeling of the existing Woodland Public Library shall be the amount of COUNTY'S actual contribution, plus the amount, if any, by which said contribution has increased due to inflation at the date of the termination of this Agreement. Any such inflationary increase shall be measured by the relative difference in the Construction Cost Index published by the Engineering News Record, as determined from the date of actual payment of the COUNTY contribution to the general contractor to the effective date of COUNTY'S termination of this agreement.

B. The value of COUNTY'S contribution for the construction of a new branch library shall be that portion of the fair market

value of such new facility at the date of termination of this Agreement as is equal to that portion of COUNTY'S contribution to the total expense of construction of said facility, including expenses incurred for architect fees, site acquisition, and similar expenses. The fair market value of said new facility at the date of termination of this Agreement shall be determined by a panel of three (3) real property appraisers, with each party hereto appointing one member to the panel; those two members shall then appoint a third member. The panel's appraisal of the facility shall be binding on the parties hereto.

Micro Fiched

C. Upon such reimbursements for both facilities, CITY shall obtain free and clear title to the new Woodland Branch Library Facility and site, and CITY shall continue to maintain free and clear title to the existing Woodland Public Library Facility located at 250 First Street, Woodland, California.

D. In the event COUNTY terminates this agreement as immediately hereinabove provided, COUNTY shall have no claim or entitlement to any of COUNTY'S contributions actually expended or encumbered for the remodeling of the existing Woodland Public Library facility, located at 250 First Street; in addition, COUNTY shall have no claim or entitlement to any of COUNTY'S contributions actually expended or encumbered for the construction of a new Woodland Branch Library facility. If, at the date of termination, any portion of the \$643,000 COUNTY has agreed to spend for the construction of a new Woodland Branch Library pursuant to subparagraph "d" on page 6 of this Agreement has not been spent or encumbered (by way of executing a construction contract, or otherwise), COUNTY shall retain such unspent or unencumbered portion of the \$643,000. Upon termination by COUNTY, CITY thereafter shall

take free and clear title to the existing Woodland Public Library facility located at 250 First Street, and shall take free and clear title to any new Woodland Branch Library facility that may have been constructed.

E. If CITY and COUNTY mutually agree to terminate this Agreement, termination shall have the effects agreed to by said parties.

Micro Fiched

F. Unless expressly provided otherwise by the parties, however, upon termination or completion of the purposes of this Agreement the following shall occur:

i) Personal Property. COUNTY shall return to CITY all personal property, including but not limited to books, delivered by CITY to COUNTY or purchased by COUNTY for the existing Woodland Public Library Facility located at 250 First Street or for the new Woodland Branch Library. All such property shall be in as good condition as when delivered by CITY or purchased by COUNTY, normal wear and tear excepted.

ii) Real Property. COUNTY shall return to CITY all of CITY'S aforesaid real property in reasonably good condition.

iii) Appropriations. Except for that portion which is encumbered, CITY'S annual appropriation to COUNTY, which is made pursuant to subparagraph II A (4) of this Agreement, shall be returned to CITY.

VI. RISK OF LOSS.

During the term of this Agreement, COUNTY shall assume all risk of loss to or arising from the subjects of this Agreement and COUNTY shall provide sufficient insurance to protect against such loss. However, COUNTY shall not be responsible for risk of loss to, or arising from, the existing Woodland Public Library Facility

located at 250 First Street after all library operations are transferred from said facility to the newly constructed Woodland Branch Library Facility.

VII. DELIVERY OF NOTICES AND PAYMENTS.

Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments either may be made by personal delivery to or by mailing to:

CITY: City Manager
City Hall
300 First Street
Woodland, CA 95695

Micro Fiched

COUNTY: County Administrative Officer
Courthouse
725 Court Street
Woodland, CA 95695

Mailed notices or payments shall be deemed delivered or made three (3) days after deposit in the U. S. Mail, properly addressed and postage prepaid. Notices or payments which are personally delivered to the proper address shall be deemed delivered or made at the time of delivery. A change of person or place to send or receive notices or payments shall be made in accordance with the provisions set forth hereinabove.

VIII. COVENANTS AND CONDITIONS.

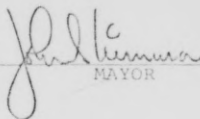
Each covenant and each condition shall be deemed both a covenant and a condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by its officers thereto, duly authorized this 12th

day of December, 1978.

CITY OF WOODLAND, a municipal
corporation

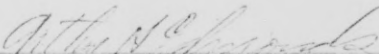
BY


MAYOR

Micro Fiched

COUNTY OF YOLO, a political sub-
division of the State of California

BY


CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

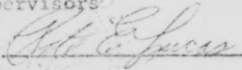

CITY CLERK

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK

Ex-Officio, Clerk of the Board of
Supervisors

By



Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

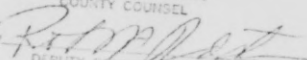

DEPUTY COUNTY COUNSEL

EXHIBIT A - FUNDING FORMULA

CITY shall pay to COUNTY an annual payment, half on December 10 and the other half on April 10 of each year. The annual payment shall be determined as follows:

Micro Fiched

1. The gross assessed valuation of all taxable property within the boundaries of CITY shall be divided by the gross assessed valuation of all taxable property within both CITY and the COUNTY'S Library District.
2. The percentage obtained from step one above shall be multiplied by the total COUNTY-wide library budget (including the Woodland Branch Library, but excluding the annual building payments for the Davis Branch Library).
3. The product obtained from the preceding paragraph shall be paid to COUNTY as provided above.
4. For the purpose of computing said payment, the gross assessed valuation shall be based upon the last gross assessment roll for the year preceding the year for which the annual payment is made.

EXHIBIT B--Employee Classification & Salaries 12/1/78

NAME	PRESENT CLASSIFICATION	Micro Fiched DATE EMPLOYED	SALARY AS OF 9/78	ANNIVERSARY DATE	% OF TIME	PROPOSED CLASSIFICATION	PROPOSED % OF TIME	PROPOSED SALARY		
								A	B	C
McClintock, B.	City Librarian	10/1/73	1146-1203-1275- 1338-1395	7/1/79	100%	Librarian II	100%	1178-1238-1300		
								D	E	
								1365-1434		
Boehni, R.	Librarian I	6/8/76	921-968-1016 1067-1120	12/1/79	100%	Librarian I	100%	1018-1069-1123		
								1178-1238		
Bradford, R.	Library Supervisor	1/14/63	879-921-968- 1016-1067	7/1/79	87%	Library Asst. III	87%	Y rate at \$1067		
Ansli, R.	Library Asst. II	6/30/70	656-689-723- 758-796	7/1/79	100%	Library Asst. II	100%	739-775-814- 856-899		
Sanchez, M.	Library Asst. II	10/7/68	656-689-723- 758-796	7/1/79	87%	Library Asst. II	87%	739-775-814 856-899		
Neill, M.	Library Asst. I	10/6/77	594-624-656- 689-723	7/1/79	80%	Library Asst. I	80%	608-638-670- 704-739		
Arnold	Library Asst. I	2/2/76	\$3.46/hour	N/A	25%	Page	25%	Y rate at \$3.46/hour		
Black	Library Asst. I	4/12/78	\$3.43/hour	N/A	32%	Page	32%	Y rate at \$3.43/hour		
Freeman	Library Asst. I	4/6/78	\$3.43/hour	N/A	30%	Page	30%	Y rate at \$3.43/hour		
Marquez	Library Asst. I	10.15/76	\$3.46/hour	N/A	42%	Page	42%	Y rate at \$3.46/hour		

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between
JOHN AND HELEN E. DANIELS, as community property

800 Wendall Pl. Woodland, Ca. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 2P-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979, and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur J. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

John E. Daniels

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched

ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

By Barbara Rodgers
DEPUTY

On this May 2, 1978, before me the under-
signed County Clerk of the County of Yolo, personally appeared
John and Helen E. Daniels, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this 2nd day of May, 1978.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

COBINATION GUARANTEE

71 2246

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐ | ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MORTGAGE LEND GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE |
|--|---|

Order No. 76140

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company

Micro Fiched

GUARANTEES

JOHN DANIELS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of **April 19, 1978, @8:00 a.m.**, in the County of **Yolo, State of California**

Counter-signed:

WESTERN TITLE INSURANCE COMPANY

By

By

Joseph M. Fahney
Vice President

President

Secretary

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

addition to Preserve #3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76140

Effective Date: April 19, 1978 @8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1978, with respect to the name(s) of

Title to the herein described property vests in:

JOHN DANIELS AND HELEN E. DANIELS, his wife, as community property, by deed
dated September 24, 1976

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred: County of Yolo

Micro Fiched

The Southwest Quarter of the Northeast Quarter of Section 18, Township
11 North, Range 2 East, M.D.B.&M.

NOTE: The Yolo County Assessor designates the herein described property on
their 1977/78 Assessment Roll as Assessor's Parcel No. 56-130-08.

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 28-357

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between _____

2007 Venice St., San Diego, Calif. 92107

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 8 by the County by
Resolution No. 28-184, which was filed in the Office of the
County Recorder of Yolo County on February 26, 1979,
and recorded in Volume 1354 of Official Records at Page 91.
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to
conserve the State's economic resources, to maintain the agricul-
tural economy, to assure a food supply for future residents, and
to discourage premature and unnecessary conversion of agricul-
tural land to urban uses, recognizing that such land has public
value as open space and constitutes an important physical, social,
aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Harold A. E. E. E.
Delight C. E. E. E.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By

Balena Rodgers
DEPUTY

STATE OF CALIFORNIA

COUNTY OF YOLO

ss.

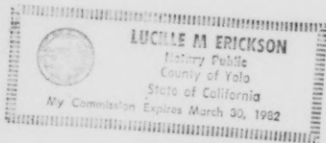
On this 4th day of May, in the year one thousand nine hundred and 78, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Gerald A. Estep and Delight C. Estep

known to me to be the person s, whose name s are subscribed to the within instrument and acknowledged to me that the y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo, the day and year in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California

My commission expires



Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

Printed 12/72

2249

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LITIGATION GUARANTEE | ☒ PROPERLY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LITIGATION GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76170

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES
COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of **April 26, 1978 @5:00 p.m.** in the County of Yolo, State of California

Counter signed:

WESTERN TITLE INSURANCE COMPANY
By *R. B. Smith* President
By *J. H. Smith* Secretary
AUGUST 21, 1972
CALIFORNIA

Joseph M. Talley
Vice President

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Western #18

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76170

Effective Date: April 26, 1978 05:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to October 27, 1977, with respect to the name(s) of

GERALD A. ESTEP AND DELIGHT C. ESTEP, husband and wife, as Joint Tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

PARCEL 1: Lots 3 and 4, the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 11 North, Range 3 West, M.D.B.&M.

PARCEL 2: Beginning at the corner common to the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 11 North, Range 3 West, M.D.B.&M.,; running thence North 83° 49' West along the North boundary of the Southeast 1/4 of the Southwest 1/4, 5.08 chains; thence South 21° 49' East 8.60 chains; thence South 89° 49' East 10.00 chains; thence North 17° 04' West 6.96 thence along the Northern boundary of the Southwest 1/4 of said Section North 83° 49' West 6.42 chains to the place of beginning.

NOTE: This property search is limited to the above described property. The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 18-450-34, Code Area 63-034.

61

43

24 19
25 30

19 20
30 29

20 21
29 28

Micro Fished

Lot 1

5
159.73 Ac ±

16
200 Ac ±

1
53.76 Ac ±
S A

Lot 2

6
40 Ac ±

12
200 Ac ±

Lot 3

3
15.75 Ac ±
10 450 34

17
240 Ac ±

18
120 Ac ±

2
500 Ac ±

2
10.00 Ac ±
10 25

Lot 4

23
50 Ac ±

24 30
30 3

31 29
31 32

29 28
32 33

R. 3 W.
R. 3 W.

21
50.00 Ac ±

14
120 Ac ±

19
320 Ac ±

13
10.00 Ac ±

10

32

24
635 Ac ±

AGREEMENT NO. 78-358

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
DELFIN DELA TORRES 300 MONTE VISTA DR. WOODLAND, CA. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 49 by the
County by Resolution No. 78-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979,
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code. Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Frederic Dyer Jones
Ralph Kala Jones

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

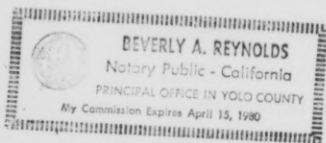
On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
NOTARY

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.



On this 24th day of May in the year one thousand nine
hundred and 78 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Delfin Dela Torres

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

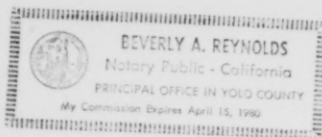
Beverly A. Reynolds
Notary Public, State of California

My commission expires

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

Printed 12/72

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.



On this 23rd day of May in the year one thousand nine
hundred and 78 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Frieda Dela Torres

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California

My commission expires

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

Printed 12/72

COMBINATION GUARANTEE

71 2256

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76159-A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DELFIN DELA TORRES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 21, 1976 @ 5:00 P.M. in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By *[Signature]*By *[Signature]*

President
Secretary



Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 49

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76159-A

Effective Date: April 21, 1978 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to October 27, 1977, with respect to the name(s) of

DELFIN DELA TORRES, a married man, by deed dated December 4, 1947

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situated in the County of Yolo, State of California
and is described as follows:

PARCELS 1, 2, 3, 4, 5 and 6, Cassilis Lands according to the official plat
thereof filed for record March 23, 1931, in Book 4 of Maps and Surveys at Page
91, Yolo County Records.

EXCEPTING THEREFROM one-half acre in the Northeast corner of said Parcel 1 of
Cassilis Lands, as conveyed to Arthur Ridley by deed dated January 30, 1900
and recorded in Book 56 of Deeds, at Page 304. *which is on county road
right-of-way.*

NOTE: The Yolo County Assessor designates the herein described
property on their 1977-78 Assessment Roll as Assessor's
Parcel No. 55-050-08.

NOTE: This guarantee is limited to the above described
property.

S 89° W

4

T. 11. N. 21 E.

R. 5
7.8

3

122.35
02.00 35

Micro Fished

3
75 Act4
40 Act10
96 Act5
195 Act

5 Act 6

0

80 Act

4
75.00 Act12
24.8 Act3
85 Act11
24.8 Act

Pct 1

Pct 2

120.85 Act

Pct 3

Pct 4

Pct 5

Pct 6

7
160 Act

NO 95A

CO RD

555° 50' 31" NO 11B

CO RD

93.8

NO 12

11

7.8
18

5

AGREEMENT NO. 78-359

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between
DELFIN DELA TORRES 300 MONTE VISTA DR. WOODLAND, CA. 95695
FRIEDA DELA TORRES
FRANK DELA TORRES

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the
County by Resolution No. 28-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

- 1 - Book 1354 page 508

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edmon
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Freida Dela Torre
Frank Dela Torre
Jeffrey Dela Torre

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS Micro Fiched
_____, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balwant Singh

STATE OF CALIFORNIA
COUNTY OF _____ Year

On this 24th day of May in the year one thousand nine hundred and 19 before me the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Delfin Dela Torres

known to me to be the person ... whose name ... is ... subscribed to the within instrument and acknowledged to me that ... he ... executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of Yolo the day and year in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California

My commission expires Printed 12/73

COUNTY OF _____

On this 23rd day of May, 1988, in the year one thousand nine hundred and 78 before me, the undersigned

a Notary Public, State of California, duly commissioned and sworn, personally appeared Frieda Dela Torres and Frank Dela Torres

known to me to be the person S whose name S. A. Q. subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the _____ County of _____ the day and year
in this certificate first above written _____

Sincerely A. Reynolds
Notary Public, State of California

BEVERLY A. REYNOLDS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
My Commission Expires April 15, 1990

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

Printed 12/72

STATE OF CALIFORNIA
COUNTY OF _____

On this 23rd day of May, 1988, in the year one thousand nine hundred and 78 before me, the undersigned

a Notary Public, State of California, duly commissioned and sworn, personally appeared Frieda Dela Torres and Frank Dela Torres

known to me to be the person S whose name S. A. Q. subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the _____ County of _____ the day and year
in this certificate first above written _____

Sincerely A. Reynolds
Notary Public, State of California

BEVERLY A. REYNOLDS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
My Commission Expires April 15, 1990

COMBINATION GUARANTEE

71

2256

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76159-~~BA~~^{BM}B

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DELFIN DELA TORRES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 21, 1978 @ 5:00 P.M. , in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

WESTERN TITLE INSURANCE COMPANY
By *[Signature]* President
By *[Signature]* Secretary
AUGUST 21, 1972
CALIFORNIA

Please note carefully the liability exclusions and limitations and the nature of the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76159-B

Effective Date: April 21, 1978 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to October 27, 1977, with respect to the name(s) of

FRANK DELA TORRES, as to an undivided 1/2 interest and DELFIN DELA TORRES, and
FRIEDA DELA TORRES, his wife, as to an undivided 1/2 interest, as Joint Tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situated in the County of Yolo, State of California
and is described as follows:

The South 85 acres of a portion of the Southwest one-quarter of Section 30,
Township 11 North, Range 2 East, M.D.B.&M., lying immediately North of that
portion of the said Southwest one-quarter of said Section 30 which was conveyed
to William Hatcher by deed dated January 9, 1885, and recorded January 9, 1885
and recorded January 9, 1885, in Book 37 of Deeds, at Page 626, described as
follows:

COMMENCING AT a point 30 feet North of the Southeast corner of the Southwest
Quarter of Section 30, Township 11 North, Range 2 East, M.D.B.&M., running
thence North 40 3/4 rods; thence West to a point 30 feet East of the West
line of said 1/4 section; thence South 40 3/4 rods to a point 30 feet from
the South and West lines of said Quarter section; thence East to the point
of beginning.

EXCEPTING THEREFROM the following: Being a portion of that parcel of land
conveyed to W. F. Taylor by deed recorded January 10, 1961, in Book 624 at
Page 307 of O. R., Yolo County, California, also being a portion of the South-
west Quarter of Section 30, Township 11 North, Range 2 East, M.D.B.&M. and
particularly described as follows:

COMMENCING AT the Southwest corner of Section 30, Township 11 North, Range
2 East; thence North along the West line of said Section, 1028.40 feet;
thence North 89° 46' 15" West 147.30 feet to the true point of beginning;
thence South 0° 31' 00" West 170.75 feet; thence North 89° 06' 45" East
143.60 feet; thence North 2° 28' 45" West 166.80 feet; thence South 89° 21'
41" West 19.38 feet; thence North 35° 42' 21" West 10.25 feet; thence South 89°
20' 45" West 53.14; thence South 84° 17' 45" West 56.61 feet to the true point
of beginning, containing 0.552 acres more or less; together with a right of
way for ingress and egress described as follows:

CONTINUED

BEGINNING AT a point on the West line of said Section 30 that bears North 1028.46 feet from the Southwest corner of said Section; thence North 89° 46' 15" East 147.30 feet; thence North 84° 17' 45" East 56.61 feet; thence North 0° 39' 15" West 24.60 feet; thence South 89° 46' 15" West 203.35 feet to a point on the West line of Section 30; thence along said West line South 30.00 feet to the point of beginning.

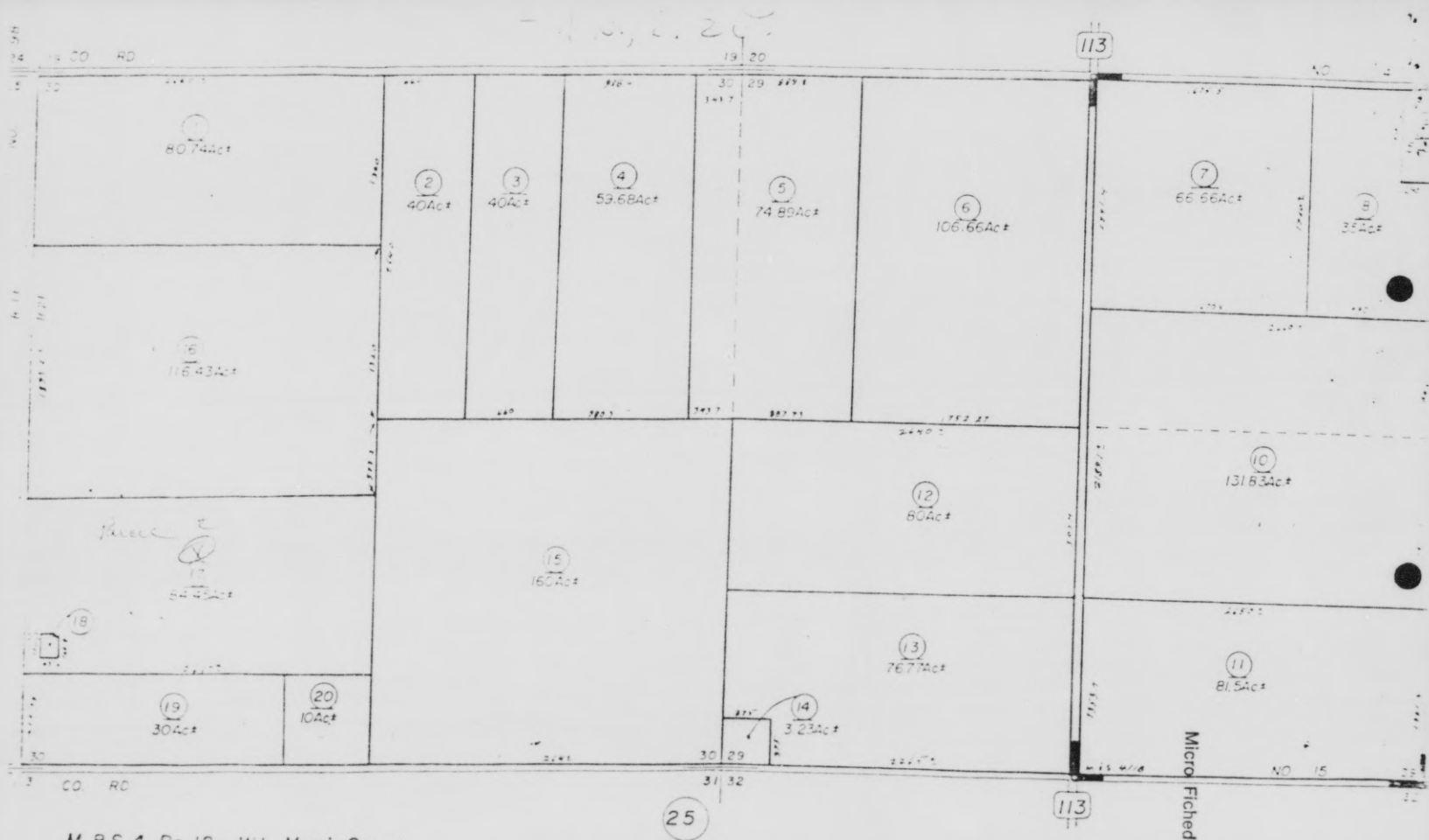
Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1977-78 Assessment Roll as Assessor's Parcel No.

NOTE: This guarantee is limited to the above described property.

QNF
~~76159 A: 55-050-00~~

76159 B: 56-200-17



AGREEMENT NO. 78-360

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between _____

Donald E. Dorey, Camarillo
PO Box 282
Woodland, Calif. 95615
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 73 by the
County by Resolution No. 78-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

Book 1354 page 515

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Manuel Camarillo
Harold Camarillo

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

By Baldwin Dodge
DEPUTY

TO 1944 CA (8-74)
(Individual)

STATE OF CALIFORNIA }
COUNTY OF YOLO } SS.

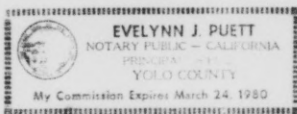
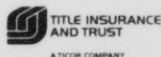
On June 13, 1978 before me, the undersigned, a Notary Public in and for said State, personally appeared Manuel Camarillo and Dorothy Camarillo

to be the person S whose name s are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature _____

Evelynn J. Puett



(This area for official notarial seal)



RO 22072-004

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees
County of Yolo

Liability \$100.00

Fee \$ 35.00

Your

Ref. Camarillo, M.

43-020-10

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded May 27, 1973 Doc. No. 4343 in Book 1055 Page 668 D.T.S. \$60.50
In favor of

Manuel Camarillo and Dorothy Camarillo, husband and wife as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

see attached Exhibit "A"

Dated: May 23, 1978, @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

Added to Reserve # 73

E X H I B I T " A "

All that real property located in the County of Yolo, State of California, described as follows, Lot No. 2, "Holland Land Co. Subdivision No. 2, Yolo County, California", February 17, 1921, in Map Book No. 3, page 41, Yolo County Records. Micro Fiched

EXCEPTING AND RESERVING to Grantors and their respective heirs, executors, administrators, successors and assigns forever interests in and to all oil, gas steam, hydrocarbon substances and other minerals contained within the property hereinabove, as reserved in the Deed executed by Crocker National Bank, as Trustee, recorded March 27, 1973, in Book 1055 of Official Records, page 668.

FURTHER EXCEPTING THEREFROM that portion of Lot No. 2, described as follows:

Beginning at the Southeast corner of said Lot No. 2; running thence West along the South line of said Lot 2, 470.0 feet; thence North 0° 44' East, 470.0 feet; thence East and parallel to the South line of said Lot 2, 470.0 feet to the East line of said Lot 2; thence South 0° 44' West along said East line, 470.0 feet to the point of beginning.

5

POR. SEC. 21, 22, 23, 26, 27, & 28, T.6N., R.3E.,

Projected
section corner

21 22
28 27

1
1.475 ± Ac

2
1.488 ± Ac

See projected
section corner

Lot 1

4
101.520 ± Ac

3
19.950 ± Ac

Bk 33

10 Lot 2
74.661 Ac ±

2880.25

Lot 3 6
100 ± Ac

CO. RD. 15B

COURTLAND RD

2228.55 JEFFERSON BLVD (4419.71 Sec 11, 21, 22)

22 23
27 26

7
305.36 ± Ac

Lot 11

84

JEFFERSON

Lateral No 3 R/W

Micro Fiched

This is not a survey of the land but is compiled for information by the
Title Insurance and Trust Company from data shown by the official records.

AGREEMENT NO. 28-361

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
Jonathan Rude'-Field and Nicole Rude'-Field, P.O. Box 53, Guinda,
California 95637

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 76 by the
County by Resolution No. 28-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

James R. De Fild
James R. De Fild

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

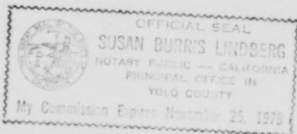
LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this May 31, 1978, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Jonathan Rude-Field and Nicole Rude-Field, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this 31st day of May, 1978.



Susan Burris Lindberg

COMBINATION GUARANTEE

71

2255

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76209

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

NICOLE D. RUDE⁺-FIELD AND JONATHAN C. RUDE⁺-FIELD

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 3, 1978, 5:00 p.m.

in the County of Yolo, State of California

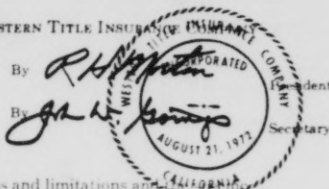
Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

By

Vice President



Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 76

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76209

Effective Date: May 3, 1978, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

Title to the herein described property to be vested in:

Micro Fiched

NICOLE D. RUDE'-FIELD AND JONATHAN C. RUDE'-FIELD

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

SEE DESCRIPTION PAGE ATTACHED HERETO AND MADE A PART THEREOF

DESCRIPTION

The land referred to herein is described as situate in the County of Yolo, State of California, and described as follows:

PARCEL ONE: A portion of Lot 42, Guinda Colony Tract, filed July 13, 1892, in Book 1 of Maps, Page 47, Yolo County Records, described as follows:

BEGINNING AT a point in the center line of Lamont Street, in said Guinda Colony Tract, 689.5 feet North 57° 38' East, from the Eastern line of the right of way of the Vaca Valley and Clear Lake Railroad, and running thence North 32° 12' West, parallel with said railroad, 1544.4 feet to the North line of said lot; thence along said line Easterly 2028.2 feet; thence South 29° 06' East, 460 feet, to the center line of said Lamont Street, and thence along said line South 57° 38' West 1690.5 feet, to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the deed to Aileen Diggs, recorded October 1, 1965 in Book 809 of Official Records, Page 324.

PARCEL TWO:

Micro Fiched

- (a) A portion of Block 42, Guinda Colony Tract, filed July 13, 1892, in Book 1 of Maps, Page 47, Yolo County Records.

BEGINNING AT a point in the center line of Lamont Street, in the Guinda Colony Tract 689.5 feet North 57° 38' East from the Eastern line of the former right of way to the Vaca Valley and Clear Lake Railroad, and running thence North 32° 12' West parallel with said railroad right of way, 1544.4 feet to the Northerly line of said lot; thence Westerly along said line to the said Eastern line of the right of way of said railroad; thence Southeasterly along said line 1978.5 feet to the center line of said Lamont Street; and thence Northeasterly 689.5 feet to the place of beginning.

- (b) A strip or tract of land 100 feet wide, lying equally on each side of the located center line of the Southern Pacific Railroad Company's railroad lying contiguous to and on the Westerly side of Block 42, Guinda Colony Tract, filed July 13, 1892, in Book 1 of Maps, Page 47, Yolo County Records.
- (c) Lot 26-A, in Subdivision of Block 26, Guinda Colony Tract, filed July 13, 1892, in Book 1 of Maps, Page 47, Yolo County Records.

EXCEPTING THEREFROM that portion thereof described in the deed to the State of California, recorded August 29, 1956, in Book 639, Page 31, of Official Records, of Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property on their 1977-78 Assessment Roll as indicated below:

- (a) AS TO PARCEL ONE: 60-100-02
(b) AS TO PARCEL TWO: 60-100-01

NOTE: This guarantee is limited to the above described property

POR. T.IIN., R.3N., M.D.B.&M.

CAUTION- These maps ARE NOT to be used for legal descriptions.

60-10

This plat is inserted
for reference purposes only
and is not made a part of this
title evidence.
WESTERN TITLE INSURANCE CO.

$$1'' = 400'$$


AGREEMENT NO. 28-362

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
Donald LaMorne Smith and Jeanne Wielage Smith
2 Loma Vista Place
Woodland, CA 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 85 by the
County by Resolution No. 28-189, which was filed in the Office
of the County Recorder of Yolo County on February 26, 19 79
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur R. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Donald La Monte Smith
Janice Hilage Smith

STATE OF CALIFORNIA)

) ss.

;

On 12-12, 1929, before me, the undersigned,

County Clerk of the County of Yolo, personally appeared Micro Fiched

ARTHUR M. EDMONDS

, known to me to be

the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)

) ss.

)

By Barbara Rodgers
DEPUTY

FRIDAY

On this JUNE 22, 1978, before me the under-

signed County Clerk of the County of Yolo, personally appeared

DONALD LAMORNE SMITH ? JEANNE WIELAGE SMITH, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22 day of JUNE, 1978.

William S. Fife

~~LAWRENCE P. HENICAN, COUNTY CLERK~~

OFFICIAL SEAL
WILLIAM S. FIFE

NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

My Commission Expires July 23, 1990

COMBINATION GUARANTEE

71 2270

- | | |
|--|---|
| ☐ EMINENT DOMAIN GUARANTEE | ☐ PLANT REGISTRATION GUARANTEE |
| ☐ JUDGMENT AND TAX LITIGATION GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ EQUITABLE GUARANTEE | ☐ MECHANIC'S LITIGATION GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76250

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DONALD LAMONE SMITH AND JEANNE WIELAGE SMITH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 18, 1978 @ 5:00 P.M. in the County of Yolo, State of California

Countersigned:

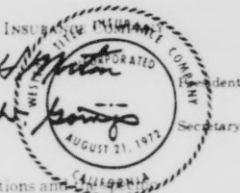
Joseph M. Fahney
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By

R. H. Smith President
J. H. Smith Secretary



Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Previous # 85

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76250

Effective Date: May 18, 1978 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1st, 1978, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

DONALD LAWOINE SMITH AND JEANNE WIELAGE SMITH, husband and wife, as Community
Property

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situated in the County of Yolo, State of California,
and is described as follows:

The West one-half of the South one-half of Section 18, Township 7 North, Range
3 East, M.D.B.&M.

EXCEPTING THEREFROM all oil, gas and minerals, as reserved to Alfred Fentzling,
his heirs and assigns, in a deed dated November 23, 1945, in Book 227 of O. R.,
at Page 436.

NOTE: The Yolo County Assessor designates the herein described property on
their 1977-78 Assessment Roll as Assessors's Parcel No. 33-170-04, Code
Area 61-006

NOTE: This guarantee is limited to the above described property.

1.504

19

Accession No.

AGREEMENT NO. 7P-323

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between _____

Frederick C. Kistler Jr.
Frederick Kistler
Rt. 1, Box 41, Clarksburg, Ca. 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 56 by the County by Resolution No. 28-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979, and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Frederick C. Rutland Jr.
Violet Rutland
6-23-78

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By [Signature]

STATE OF CALIFORNIA
COUNTY OF Sacramento ss.



On this 23rd day of June in the year one thousand nine
hundred and 78 before me, Dawn Czoberek
a Notary Public State of California, duly commissioned and sworn, personally
appeared Frederick C. Kirtlan and
Violet Kirtlan
known to me to be the person s whose name s subscribed to the within
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Sacramento the day and year
in this certificate first above written.

[Signature]
Notary Public, State of California
My commission expires Dec 23, 1980

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2304

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ FLOOD GUARANTEE |
| ☐ JUDGMENT AND TAX LITIGATION GUARANTEE | ☒ FURNITURE GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MORTGAGE LITIGATION GUARANTEE |
| ☐ PERSONAL PROPERTY INCURANCE GUARANTEE | ☐ RECORD OPINION GUARANTEE |
| | ☐ RENTED FURNITURE GUARANTEE |

Order No. 76295-A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company

Micro Fiched

GUARANTEES

FREDERICK C. KIRITAN, JR. and VIOLET KIRITAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1978 03:00 p.m.

in the County of Yolo, State of California

Countersigned

Charles H. King
Vice President

WESTERN TITLE INSURANCE COMPANY

By

Robert H. King
By *John H. King*
President
Secretary
AUGUST 21, 1978
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional exclusions or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Paragraph #56

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76295-A

Effective Date: June 5, 1978 05:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1978, with respect to the name(s) of

Micro Fiched

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

FREDERICK C. KIRTLAN, JR. AND VIOLET KIRTLAN, husband and wife, as Tenants in Common

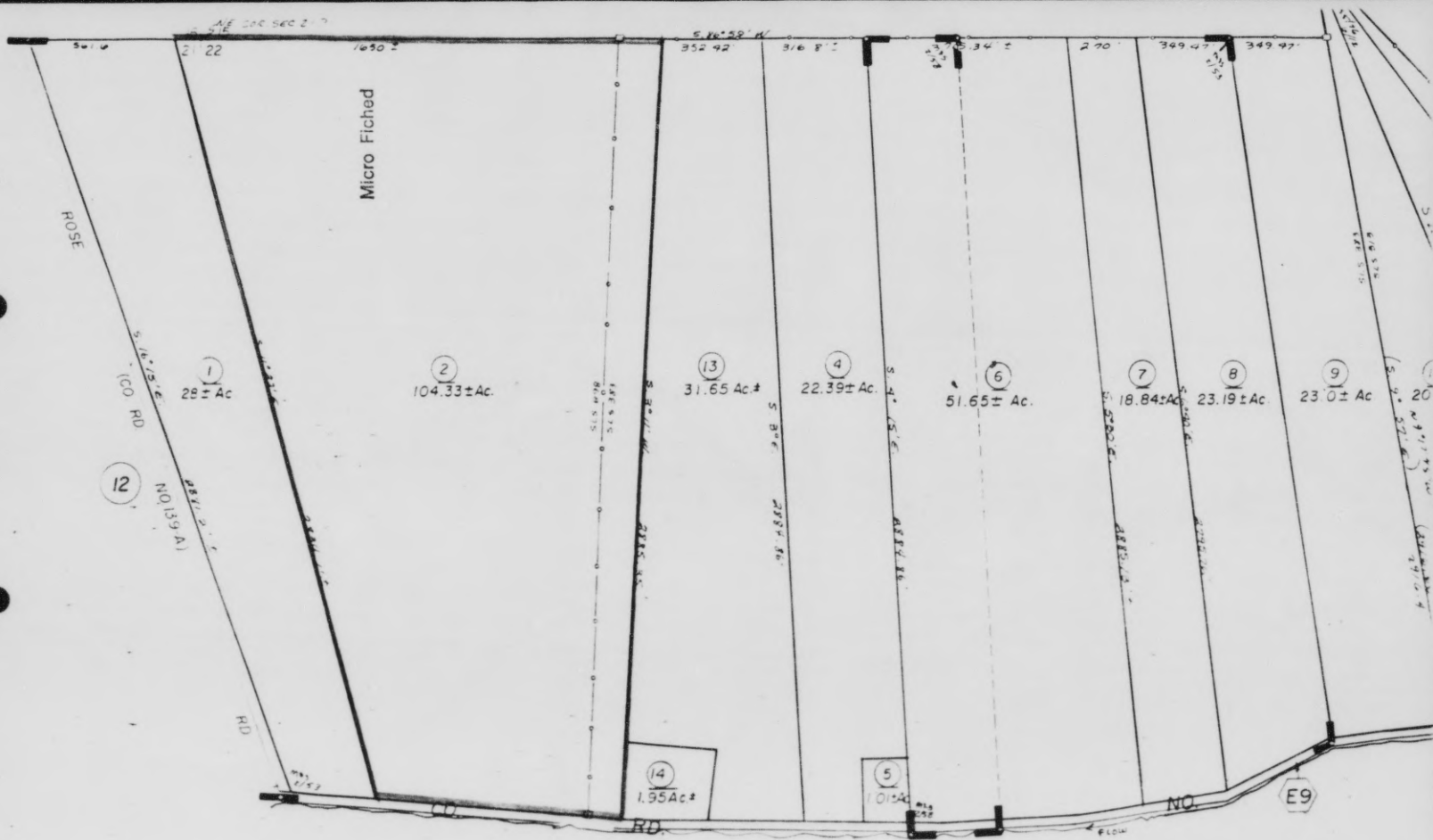
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 6: BEGINNING AT the Northeast corner of Section 21, in Township 7 North, Range 4 East, M.D.B.M.; thence South 88° 57' West 90.4 feet along the center of a drainage canal running East and West along the North line of Section 21; thence South 11° 22' East 2834.1 feet to the low water mark in the Sacramento River; thence South 23° 46' East 1173 feet along said low water mark upstream to a point; thence leaving said low water mark North 01° 20' East 400 feet along a fence line and its projection South to a 3/4" pipe monument; thence continuing North 01° 20' East 2581.6 feet along the center line of a drainage ditch to a point in the center line of the drainage canal running East and West along the North line of said property; thence South 87° 32' West 1705.3 feet along said center line of said drainage ditch to the point of beginning and being a portion of S.L.S. No. 898 and 383, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessor Parcel No. 44-130-02.

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 22364

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between _____

Frederick C. Kirtland Jr.
Wesley Kirtland
P.O. Box 41 Clarksburg, CA 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. _____ Addition to Preserve No. 56 _____ by the County by Resolution No. 22184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979 and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Book 1354 page 540

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Ludwig C. Berlan
Robert Berlan
6-23-78

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balanced Polgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Sacramento) ss.



On this 23rd day of June in the year one thousand nine
hundred and 78 before me, Dawn Czoberek,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Frederick C. Kirtlan and
Violet Kirtlan

known to me to be the person s whose name s subscribed to the within
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Sacramento the day and year
in this certificate first above written.

Dawn Czoberek
Notary Public, State of California
My commission expires Dec. 23, 1980

Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2302

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ LEASEhold INTEREST GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BLOCK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76295-C

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FREDERICK C. KIRTLAN, JR. and VIOLET KIRTLAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1978 05:00 p.m.

in the County of Yolo, State of California

Countersigned:

Joseph M. Fahney
Vice President

WESTERN TITLE INSURANCE COMPANY
By *R. H. Kirtlan* President
By *J. L. Kirtlan* Secretary
AUGUST 21, 1977
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assumptions afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #56

WILSON TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76295-C

Effective Date: June 5, 1978 95:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

FREDERICK C. KIRTLAN, JR. AND VIOLET KIRTLAN, husband and wife, as Tenants in Common

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: TRACT "C", BEGINNING AT the Southwest corner of Swamp Land Survey No. 444, Yolo County Surveys; thence along the Southerly line of Swamp Land Survey No. 444, South 75° 58' East 3032.9 feet to the Westerly bank of the Sacramento River; thence along the said bank of the Sacramento River, South 04° 04' East 650.1 feet; thence North 85° 00' West 236.2 feet; thence North 02° 12' East 297.6 feet; thence North 76° 48' West, 2776.4 feet; thence North 08° 03' West 443.9 feet to the point of beginning, and being a portion of Swamp Land Survey No. 785.

EXCEPTING THEREFROM THE FOLLOWING:

(a) A portion of Swamp Land Survey No. 785, described as follows: BEGINNING AT the most Easterly corner of Tract C as shown by the "Record of Survey of Heringer and Kirtlan Properties located in Swamp Land Survey No. 785, Yolo County, California, filed July 3, 1951, Book 7 of Maps and Surveys, Page 5, Yolo County Records, and running thence from said point of beginning North 85° 00' West 256.00 feet; thence North 02° 12' East 245.00 feet; thence South 75° 45' East to a point on the East line of said Tract C located North 03° 43' West from the point of beginning; thence South 03° 43' East along said East line to the point of beginning.

(b) All that portion of Tract C as shown by the "Record of Survey of Heringer and Kirtlan Properties located in Swamp Land Survey No. 785, Yolo County, California, filed July 3, 1951, Book 7 of Maps and Surveys, Page 5, described as follows:

BEGINNING AT the Northeast corner of that certain parcel of land described in the deed from Martha J. Kirtlan to Frederick C. Kirtlan, Jr., et ux., recorded February 18, 1969, Book 903, Page 549, and running thence from said point of beginning, North 75° 45' West along said North line to the Northwest corner thereof; thence continuing along the South line of said Tract C, North 75° 45' West to a point marking a total distance of 600.00 feet from the point of beginning; thence leaving said South line and running North 03° 43' West,

CONTINUED

DESCRIPTION CONTINUED

parallel to the Easterly line of said Tract C, a distance of 250.00 feet; thence South 75° 45' East, parallel to the South line of said Tract C and the Northerly line of the Frederick C. Kirtlan, Jr., property above referred to, a distance of 600.00 feet to a point on the East line of said Tract C; thence South 03° 43' East along said East line, a distance of 250.00 feet to the place of beginning.

PARCEL A: A part of Swamp Land Survey No. 444, Yolo County Surveys, and beginning at the Northwest corner of said Swamp Land Survey No. 444, and running thence South 75° 20' East 7 chains to a ditch; thence Southerly along said ditch to the South line of said Swamp Land Survey No. 444; thence North 75° 20' West 4.50 chains to the Southwest corner of said Swamp Land Survey No. 444; thence North 09° 50' West along the West line of said Swamp Land Survey No. 444 to the place of beginning.

PARCEL B: The lower or Southerly 20 acres of Swamp Land Survey No. 444, Yolo County Surveys, and bounded on the North by the lands formerly owned by Patrick Morrissey (now by Bittencourt) and a ditch; on the East by the Sacramento River; on the South and West by lands formerly owned by Daniel Brown (now by Martha Heringer).

EXCEPTING THEREFROM THE FOLLOWING:

Micro Fiched

(a) That portion conveyed to Robert R. Kirtlan, et al., by deed recorded December 9, 1954, Book 439, Page 456, Yolo County Records.

BEGINNING AT a point which said point of beginning is located South 09° 50' East, a distance of 1064.92 feet from the Northeast corner of Swamp Land Survey 444; thence proceeding from said point of beginning, South 09° 50' East 260 feet; thence North 75° 20' West 330 feet; thence North 07° 57' 49" East, 238.19 feet; thence South 75° 20' East 250.00 feet to the point of beginning.

(b) BEGINNING AT a point which said point of beginning is located South 09° 50' East, a distance of 1086.92 feet from the Northeast corner of Swamp Land Survey 444; thence proceeding from said point of beginning, South 09° 50' East 328.00 feet; thence North 75° 20' West 444.92 feet; thence North 07° 57' 49" East 300.52 feet; thence South 75° 20' East 343.46 feet to the point of beginning.

PARCEL 3: TRACT "B", beginning at the Northwest corner of Swamp Land Survey No. 785, Yolo County Surveys, thence along the Northerly line of said Swamp Land Survey No. 785 South 75° 58' East 2242.5 feet; thence along the Easterly line of said Swamp Land Survey No. 785, South 08° 19' East 1333.5 feet; thence South 08° 03' East 30.0 feet; thence North 75° 58' West, 21.6 feet; North 08° 19' West, 490.0 feet; thence North 75° 58' West, 2206.2 feet, to the Westerly line of said Swamp Land Survey No. 785; thence along said Westerly line North 09° 12' West, 879.3 feet to the point of beginning, and being a portion of Swamp Land Survey No. 785, County of Yolo, State of California,

EXCEPTING THEREFROM Parcels 1, 2, 3 and 4, unto grantors herein, their successors and assigns, an undivided 50 per cent interest in and to all oil, gas, casing head gas, and all other hydrocarbon and mineral substances in and under said parcels of land, together with the perpetual right of ingress and egress to and from said parcels of land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same.

CONTINUED

PROPERTY SEARCH CERTIFICATE

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessor Parcel No.s:

As to Parcel 1: 44-070-12

As to Parcel 2: 44-070-10

As to Parcel 3: 44-070-17

NOTE: AS TO PARCEL NO. 1: The description contained herein is the record description contained in the chain of title wherein the Kirtlan's acquired the property. Said description also falls within a portion of Assessor's Parcel No. 44-070-16. The Assessor's Map does not agree with the record description.

NOTE: This guarantee is limited to the above described property.

Micro Fiched

39- C.H. Weatherbee Ppty.
Pg. 5- Heringer & Kirtlan Ppty's.

5

Micro Fished

17
41.926±Ac

TRACT "B"

TRACT "A"

RECLAMATION

15
135.929±Ac

TRACT "C"

12
21.003±Ac

TRACT "D"

10
28.34 Ac±
(net)

9
20 Ac±
(net)

7
39.0 Ac±
(net)

6
21.97±Ac

5
20.0±Ac

4
20.0±Ac

16.07±Ac

1609±Ac

E9

Assessor
Coun.

SACRAMENTO

FREEF
BRT

RIVER

11
156±Ac
220±

13
344±Ac

14

AGREEMENT NO. 22-365

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
Dorothy Abbott 18 Peachstone Cir NE #5 Atlanta GA
Betty Abbott 1271 Oxford Rd NE Atlanta GA 30307
Anthony Abbott 1370 Chamette Atlanta GA 30307

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 42 by the
County by Resolution No. 28-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

- 1 - Book 1354 page 548

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code. Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

History Public Records State of large
My Commission Expires April 10, 1979

Ellen Cow

OWNER(S)

Anthony Abbott
Beth Abbott
Dorothy Abbott by Beth Abbott
Power of Att.

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

By Balsam & Rogers
DEPUTY

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____

LAURENCE P. HENIGAN, COUNTY CLERK

GEORGIA

DEKALB COUNTY

Micro Fiched

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned, DOROTHY G. ABBOTT, by these presents, does hereby name, constitute and appoint my daughter, BETTY W. ABBOTT, as my true and lawful attorney-in-fact, for me and in my name and on my behalf, to recover and receive any and all sums of money or other property due or belonging to me; to sell or otherwise dispose of any property belonging to me upon such terms, prices and conditions as my said attorney deems proper; to make and execute any check, draft or other document, in my name as principal, or as endorser, on my account, to and for any amount which said attorney deems proper; to settle and adjust all accounts, claims or demands between me and any other person; to withdraw any and all funds standing to my name or credit in any bank, savings and loan association, or other financial institution, and, to that end, to sign my name to checks directing the payment or withdrawal of funds from my account or accounts, to sign my name to any and all withdrawal slips, orders for payment, drafts or other documents as shall be required by insurance companies and any and all financial institutions wherein I might have funds on deposit, both now and in the future, in any and all sums, from time to time, as my said attorney may deem proper; to make and obtain loans upon real

estate, and upon personal property, giving or taking evidences of indebtedness and securing the payment thereof by mortgage, trust deed, pledge or otherwise; to enter into contracts to buy or sell any property, real or personal; to buy and Micro Fiched sell mortgages, trust deeds, contracts, and evidences of indebtedness; to purchase or otherwise acquire, for the purpose of holding or disposing of the same, real or personal property of every kind and description, including the good will, stock, rights and property of any person, firm, association, or corporation, paying the same in cash, to draw, make said acceptance, endorse, discount, execute, and issue promissory notes, and other negotiable or transferable instruments; to execute any deeds, certificates or other documents necessary to purchase, improve, develop, lease, exchange, sell or dispose of real estate, to purchase, improve, develop, lease, exchange, sell dispose of, or otherwise deal in and turn to account, real estate; to purchase, lease, build, construct, erect, occupy and manage buildings of every kind and character whatsoever; to finance the purchase, improvement, development, and construction of land and buildings belonging to or to be acquired by me.

In addition to the powers granted above to my said attorney, I give my attorney the power to vote my owner's vote relative to any decision concerning jointly held property for W. B. Wray heirs in Reidsville, North Carolina; to fix terms and sign lease agreements in my behalf of jointly held land, parcel number 49-210-06-1 in Yolo County, California; to withdraw funds from my savings account at Fulton Federal Savings and Loan Association, Atlanta, Georgia, beign account number 11-2856; to renew my automobile, home owners and health insurance policies; to have access to my safety deposit box number 305 at Trust Company Bank, 3300 Northside Parkway, Atlanta, Georgia.

In the event my said daughter, BETTY W. ABBOTT, declines to serve, or for any reason can not serve, I name, constitute and appoint my son, ANTHONY R. ABBOTT, as my true and lawful attorney-in-fact with all of the powers set forth above. Micro Fiched

I hereby ratify and confirm any and all actions and undertakings of my said attorney, pursuant to the power and authority contained in this document, and I hereby waive, relinquish and renounce any and all claims, demands, actions and causes of action which I might now have or may ever have against any person relying upon this power of attorney and dealing in any manner, granting any credit, indulgence or otherwise, to my said attorney, on my behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 3 day of February, 1978.

Signed, sealed and
delivered in the
presence of:

Dorothy G. Abbott
Dorothy G. Abbott

Wm. E. Miller

Notary Public

COMBINATION GUARANTEE

71 2269

- | | |
|---|---|
| (1) CHAIN OF TITLE GUARANTEE | (1) PLANT INFORMATION GUARANTEE |
| (2) JUDGMENT AND TAX LIEN GUARANTEE | (X) (2) PROPERTY CATCHER GUARANTEE |
| (3) EYE BOOK GUARANTEE | (1) MECHANIC'S LIEN GUARANTEE |
| (4) PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | (1) RECORD OWNER GUARANTEE |
| (5) | (1) REQUEST FOR NOTICE GUARANTEE |

Order No. 76245

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DOROTHY ABBOTT, BETTY ABBOTT AND ANTHONY ABBOTT

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 16, 1978 @ 5:00 P.M.

in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

Joseph M. Falvey
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By

R. H. [Signature]
J. W. [Signature]
INCORPORATED
MINNESOTA
AUGUST 21, 1972
CALIFORNIA
President
Secretary

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 42

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76245

Effective Date: May 16, 1978 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1st, 1978, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

DOROTHY ABBOTT, BETTY ABBOTT AND ANTHONY ABBOTT, in equal shares

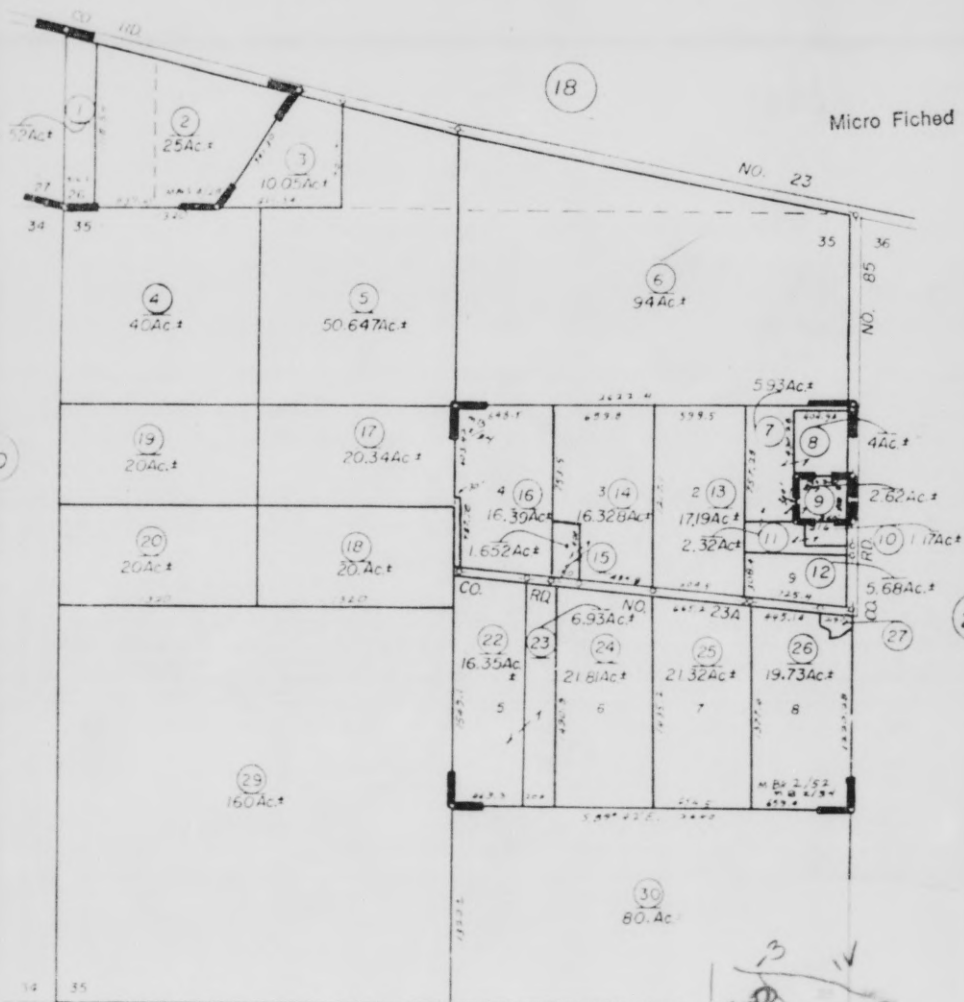
The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California, and is
described as follows:

The North Half of the Northeast Quarter of Section 35, and the fractional
Southeast Quarter of Section 26, Township 10 North, Range 2 West, M.D.B.&M.

NOTE: The Yolo County Assessor designates the herein described property
on their 1977-78 Assessment Roll as Assessors Parcel No. 49-210-06,
Code Area 63-047

NOTE: This guarantee is limited to the above described property.



pin's Sub. of a Por Sec. 35.
 oppin's Sub. of a Por Sec. 35
 1/4 of Sec. 26 & S.E. 1/4 of Sec. 27
 top of G.H Hoppin's Subd.
 Survey
 Map of G.H Hoppin's Subd.

Bk. 47

(formerly 21-35)

NOTE - Assessor's Block Numbers Shown in Ellipses

AGREEMENT NO. 78-366

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between

WOODLAND FARMS, LTD., A California Limited Partnership
202 South Lake Avenue, Suite 330
Pasadena, California 91101

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 28 by the
County by Resolution No. 78-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1254 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

WOODLAND FARMS LIMITED

By:

George J. [Signature] General Partner

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

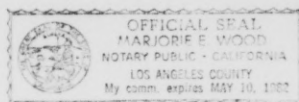
On June 20, 1978, before me, the undersigned, a Notary
Public in and for said State, personally appeared _____

George D. Jagels, known to me to be one of the general partners
of the partnership that executed the within instrument, and acknow-
ledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Marjorie E. Wood
Marjorie E. Wood

(Seal)



COMBINATION GUARANTEE

71 2295

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 76267

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
 a corporation, herein called the Company

Micro Fiched

GUARANTEES
 WOODLAND FARMS, LTD.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 25, 1978 @5:00 p.m.

, in the County of Yolo, State of California

Countersigned

Charles H. Brown
 Vice President

WESTERN TITLE INSURANCE COMPANY

By

By

R. H. [Signature] President
J. H. [Signature] Secretary



Please note carefully the liability exclusions and limitations and the amount of the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #28

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76267

Effective Date: May 25, 1978 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

WOODLAND FARMS, LTD., a California limited partnership

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

All that portion of Sections 31 and 32, Township 10 North, Range 3 East, M.D.B. & M., that lies South of the South boundary of Interstate Highway 5 and West of the West Levee of the Yolo By-Pass. All of Section 6, Township 9 North, Range 3 East, M.D.B.&M. That portion of Section 5, Township 9 North, Range 3 East, M.D.B.&M., that lies West of the West levee of the Yolo By-Pass. All of Section 1, Township 9 North, Range 2 East, M.D.B.&M. That portion of Section 36, Township 10 North, Range 2 East, M.D.B.&M., that lies South of the South boundary of Interstate Highway 5.

EXCEPTING FROM Section 6, Township 9 North, Range 3 East, M.D.B.&M., that portion conveyed by Woodland Farms Inc., a corporation, to Reclamation District No. 2035, by deed dated September 24, 1951, and recorded October 25, 1951, in Book 355 of Official Records, at Page 213, Recorder's File No. 6408.

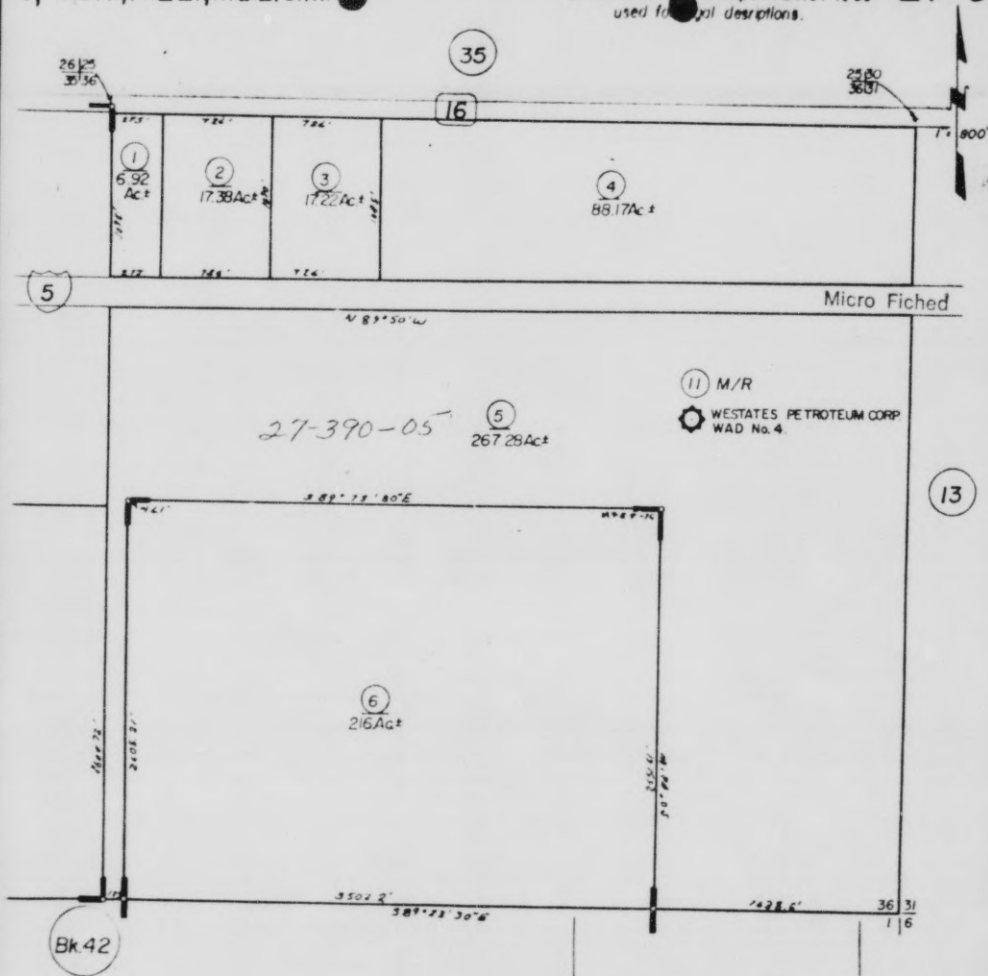
EXCEPTING FROM Section 1, Township 9 North, Range 2 East and Section 36, Township 10 North, Range 2 East, M.D.B.&M., the following described parcel: BEGINNING AT a point on the Section line common to Section 36, Township 10 North, Range 2 East and Section 1, Township 9 North, Range 2 East, M.D.B.&M., which bears South 89° 23' 30" East 125.00 feet from the Southwest corner of said Section 36; thence from said point of beginning North 01° 43' 34" East 0.40 feet; thence North 00° 07' 12" East 2605.21 feet to a point which bears South 89° 48' 45" East 135.00 feet from the West Quarter corner of said Section 36; thence North 00° 28' 30" East 46.10 feet; thence South 89° 23' 30" East 3520.75 feet; thence South 00° 42' 00" West 2651.61 feet to a point on the South line of said Section 36; thence South 40° 08' 15" West 2289.40 feet; thence North 68° 52' 15" West 679.64 feet; thence North 82° 34' 15" West 651.17 feet; thence South 58° 01' 03" West 707.05 feet; thence South 72° 44' 02" West 160.36 feet to a point which bears North 00° 57' 15" East 3488.61 feet and South 89° 02' 45" East 150.00 feet from the Southwest corner of said Section 1; thence North 53° 44' 30" West 61.10 feet; thence North 01° 43' 34" East 1845.05 feet to the point of beginning.
ALSO EXCEPTING from Section 1, Township 9 North, Range 2 East, M.D.B.&M., the West 82.50 feet of the South 1320.00 feet thereof.

PROPERTY SHARE GUARANTEE CONTINUED

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No.s 27-390-05, 42-020-03, 42-180-01, 42-180-02, and 57-190-02.

NOTE: This guarantee is limited to the above described property.

Micro Fiched



100 3667 GW 6/1/76
 U.O. 3453 D. 2-76
 W.O. 3453 D. 1/9/76
 75/76 L.R.W. BULL - VAL. DT. 848 AD. 1/8/76
 CHANGE 3/17/72. D.O.T. #215
 - HENRIKSEN

Assessor's Map Bk. 27, Pg. 39
 County of Yolo, Calif.

(formerly par. 27-12)

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

06/92

1" = 800'

Micro Fiched

(18)

Conaway

16
NO. 22

State Hi - Way

R E C L, S. L. S.

• 
118.94Ac.±

30	29
31	32

LINE

112260



101

42202

1154.65

4-65
DO KV

Yolo By-Pass

YQ10
CANAL

DIST.

57-190-02

Bk. 27

②
534.5/Ac.±

③ *M/R*

NO.

WESTATES PETRO. CORP.

672

2035

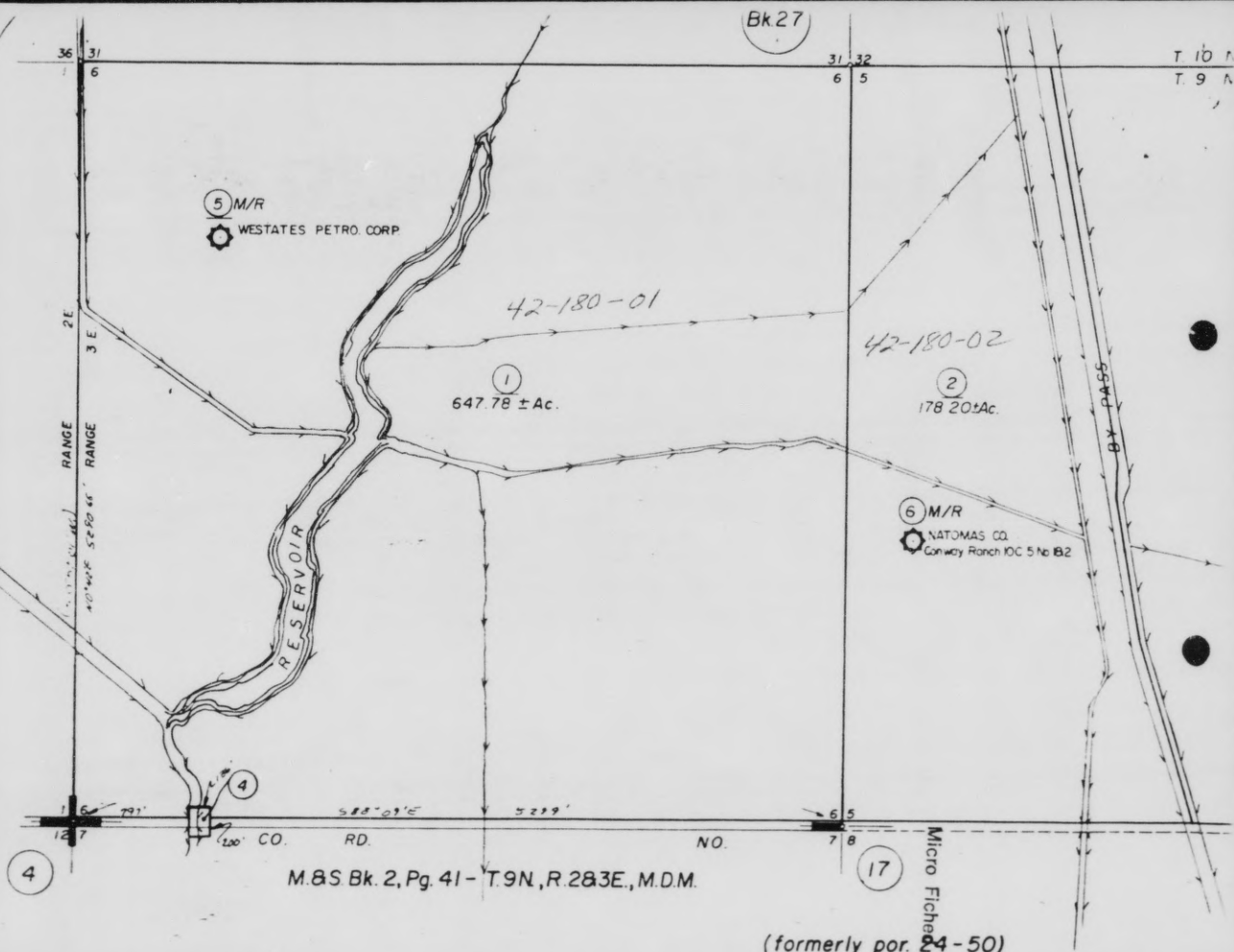
Y, R. 3E., M.D.M. 36

T. 10 N

T. 9 N.

6275 ±

(Bk. 42)



M. & S. Bk. 2, Pg. 41 - T. 9 N., R. 28 3/4 E., M.D.M.

(formerly por. 24 - 50)

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
Harold Massman Peggy Karki Massman
Route 1 Box 271 Winters Cal 95694
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

WITNESSETH:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 37 by the County by Resolution No. 28-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 19 79 and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEPL)

BY

Arthur A. Edmonds
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Harold Mossman
Joseph Pauli Mossman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Salvatore Bologna
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 27, 1978, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Harold Mossman & Peggy Koski Mossman, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this 27th day of June, 1978.

LAURENCE P. HENIGAN, COUNTY CLERK

By Debra E. Conley
DEPUTY

COMBINATION GUARANTEE

71 2290

CHAIN OF TITLE GUARANTEE

- ☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

PLANT INFORMATION GUARANTEE

- XX PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 76269

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
 a corporation, herein called the Company

Micro Fiched

GUARANTEES

HAROLD MOSSMAN AND PEGGY KOSKI MOSSMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 25, 1978 @5:00 p.m.

, in the County of Yolo, State of California

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

By

President

Secretary

AUGUST 21, 1972

CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #37

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76269

Effective Date: May 25, 1978 @5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

Micro Fiched

HAROLD MOSSMAN AND PEGGY KOSKI MOSSMAN, husband and wife, as Joint Tenants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

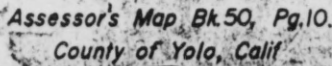
The South 70 acres of the Northwest Quarter of Section 15, Township 9 North, Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM the West 60 feet of the Realty herein described as contained in deed executed by E. Tadlock, Grantor to A. M. Stevenson, et al., dated April 20, 1876, and recorded February 1, 1877, in Book V of Deeds, at Page 464.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 50-100-15, Code Area 86-009.

NOTE: This guarantee is limited to the above described property

50



AGREEMENT NO. 28-368

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of December, 1978, by and between

HILDA BISCHOFF, TRUSTEE
90 CEDAR STREET
SAN CARLOS, CALIFORNIA 94070
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 28-189, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979 and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur D. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Hilda Bischoff (Trustee)
HILDA BISCHOFF, TRUSTEE

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Baldemar Jones
DEPUTY

STATE OF CALIFORNIA

County of San Mateo } ss.
On this 23rd day of June in the year one thousand nine hundred and seventy eight
before me, William O. McDonald, a Notary Public in and for the

County of San Mateo State of California, residing therein,
duly commissioned and sworn, personally appeared Hilda Bischoff,
Trustee

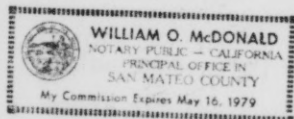
known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of San Mateo the day and year in this
certificate first above written

William McDonald

Notary Public in and for the County of San Mateo
State of California
My Commission Expires

LAURENCE P. HENIGAN, COUNTY CLERK



The UTILITY Line Form No. 375--Acknowledgment--General.

COMBINATION GUARANTEE

71 2305

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERLY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76416/BR

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

HILDA BISCHOFF

AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED
SEPTEMBER 5, 1973

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 9, 1978, 5:00 p.m.

in the County of Yolo, State of California

Countersigned:

Charles H. Brown
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By

R. H. Smith President
John W. Smith Secretary
AUGUST 21, 1977
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presene # 41

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE
SCHEDULE A

No. 76416/BR

Effective Date: June 9, 1978, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

HILDA BISCHOFF, AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED SEPTEMBER 5, 1973

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The Southwest Quarter of Section 30, Township 11 North, Range 1 West, M.D.B.&M.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 54-200-09.

NOTE: This guarantee is limited to the above described property.

Bk. 61

Micro Fiched

1581Ac³

②
160 Ac. ±

③
158. Ac. ±

4
-150. Ac ±

9
160 Ac. ‡

8
160 Act

7
80 Ac ±

6
80. Ac ±

⑤
160. Ac. =

21

(21)

NOTE: This plat is inserted
for reference purposes only
and is not made a part of this
title evidence
WESTERN TITLE INSURANCE CO.

AGREEMENT NO. 22-369

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1977, by and between _____

PAUL W. REIFF & SONS - R. Partholp

Box 640 - Woodland -
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the
County by Resolution No. 22-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979,
and recorded in Volume 1354 of Official Records at Page 71,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

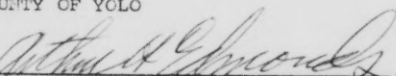
IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

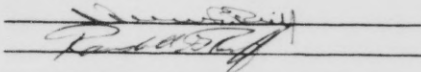
COUNTY OF YOLO

(SEAL)

BY


CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)



STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

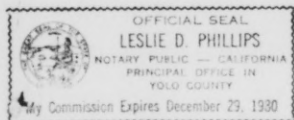
On 12-12, 1980, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balmar Rodas
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO) ss.



On this 27th day of June in the year one thousand nine
hundred and seventy-eight, before me, Leslie D. Phillips,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Wesley P. Reiff and Randall G. Reiff

known to me to be the person s whose name s are subscribed to the within
instrument and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Leslie D. Phillips
Notary Public, State of California
My commission expires 12-29-80

This document is only a general form which may be proper for use in simple transactions
and in no way acts, or is intended to act, as a substitute for the advice of an attorney.
The publisher does not make any warranty, either express or implied, as to the legal
validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2301

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLATF. INCUMBRANCE GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☒ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY INCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76412-BR

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

PAUL W. REIFF & SONS., a partnership

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 9, 1978, @ 5:00 p.m.

, in the County of Yolo, State of California

Countersigned

Joseph W. Talley
Vice President

WESTERN TITLE INSURANCE COMPANY
By *R. B. Smith* President
By *J. W. Smith* Secretary
AUGUST 21, 1978
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76412-BR

Effective Date: June 9, 1978 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

PAUL W. REIFF & SONS, a partnership.

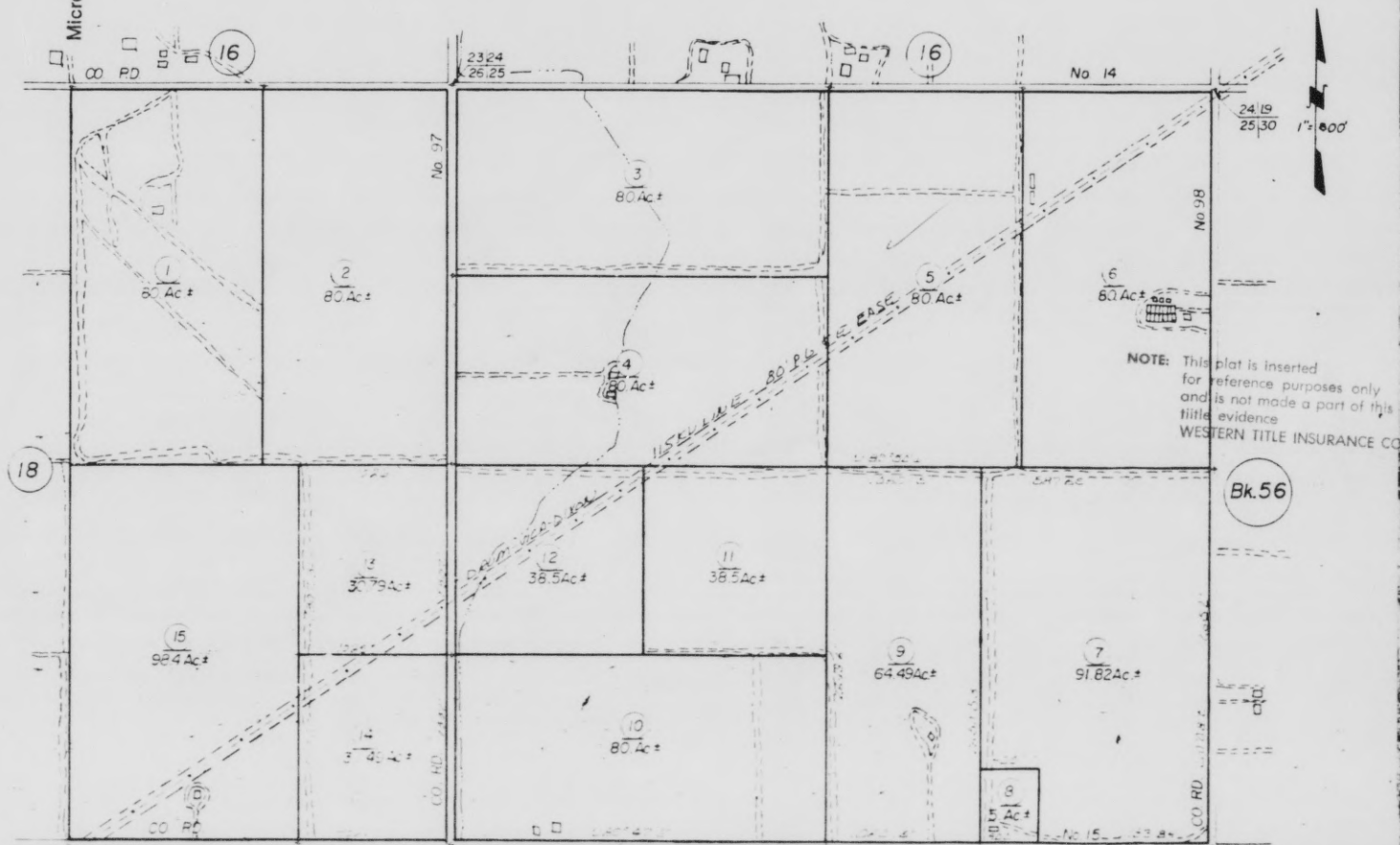
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The West one-half of the Northeast Quarter of Section 25, Township 11 North, Range 1 East, M.D.B.6M.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 55-170-05.

NOTE: This guarantee is limited to the above described property.



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of December, 19 28, by and between

Charles D. Kennedy

1633 1/2 Valley Way

Sacramento, Cal. 95818

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 28-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1977, and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur P. Grooms
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Carolyn P. Kerner

STATE OF CALIFORNIA) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara B. Lyons
DEPUTY

STATE OF CALIFORNIA) ss

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss



(On this 29 day of June in the year one thousand nine hundred and 78 before me, Sheila J. Stiles, a Notary Public, State of California, duly commissioned and sworn, personally appeared Dorothy P. Kennedy

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s. he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written

Shula G. Shlos
Notary Public, State of California

My commission expires July 22, 1980

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal nature of any document or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2300

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT ENCUMBRANCE GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76411-BR

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DOROTHY KENNEDY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 9, 1978, @ 5:00 p.m., in the County of Yolo, State of California

Countersigned:

Joseph M. Falvey
Vice President

WESTERN TITLE INSURANCE COMPANY

By

R. H. [Signature] President
By *J. H. [Signature]* Secretary



Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76411-BR

Effective Date: June 9, 1978 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

Title to the herein described property vests in:

DOROTHY KENNEDY

Micro Fiched

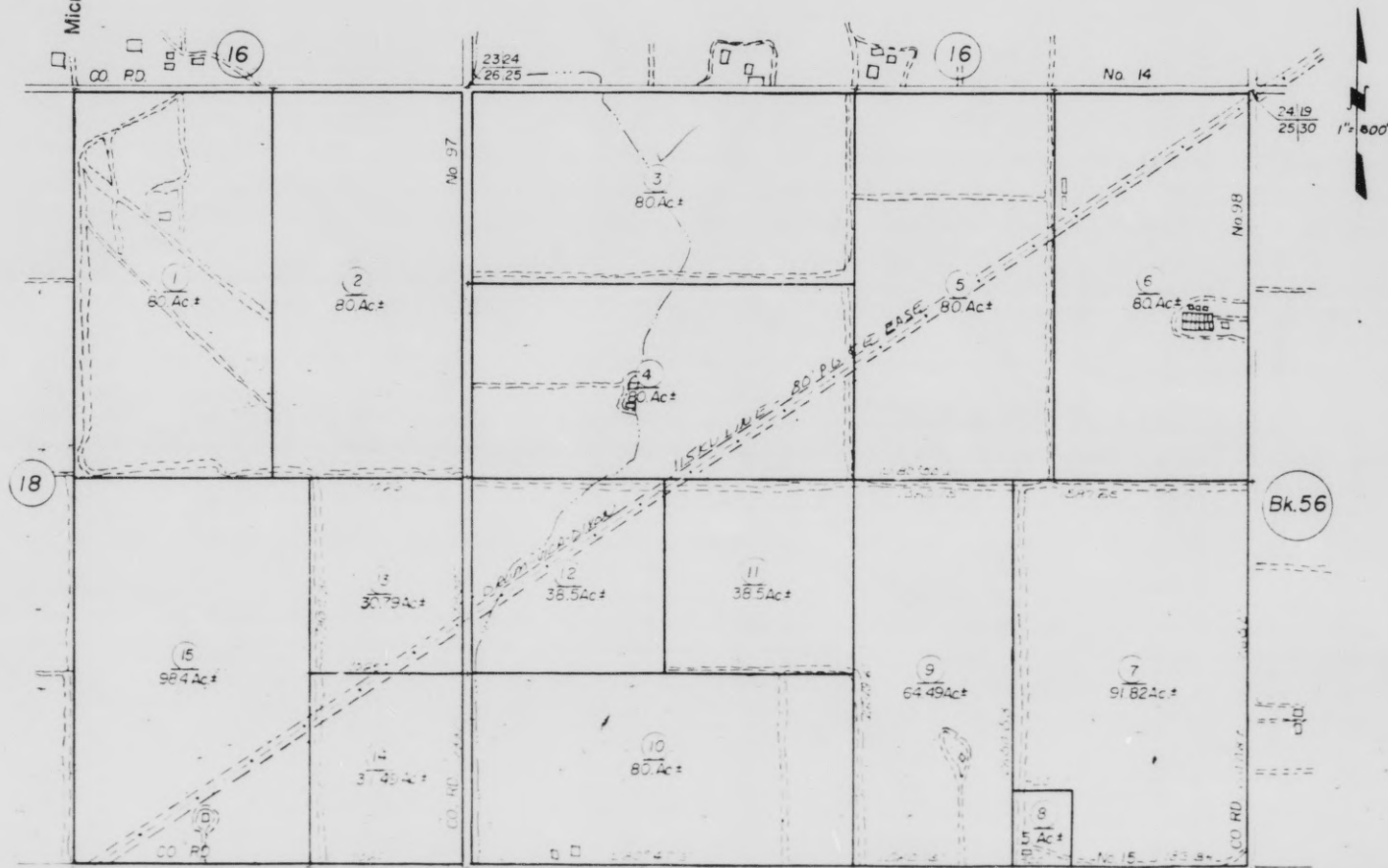
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The North half of the Northwest Quarter of Section 25, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 55-170-03.

NOTE: This guarantee is limited to the above described property.



AGREEMENT NO. 28-32

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 77, by and between
NORMAN T. HANSEN, 3636 California Avenue, Carmichael, CA 95608
RITA HANSEN, 3636 California Avenue, Carmichael, CA 95608

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 40 by the
County by Resolution No. 28-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1254 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Norman J. Hansen
Rita Hansen

STATE OF CALIFORNIA)

) ss.

;

On 12-12, 1928, before me, the undersigned,

ARTHUR H. EDMONDS, known to me to be

Witness my hand and official seal the day and year first

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)

) 33.

;

By Barbara Rodgers
DEPUTY

DEPUTY

On this 29th day of June, 19 78, before me the under-

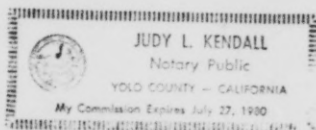
Notary Public

signed ~~XXXXXX~~ the County of Yolo, personally appeared

NORMAN T. HANSEN AND RITA HANSEN, known to me to be

the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of June, 1978.



Judy L. Kendall
 JUDY L. KENDALL, NOTARY PUBLIC



RO 22072-019

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

County of Yolo

Fee \$ 35.00

Your AP Nos.

Ref. 60-040-07 & 08 & 12

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded April 19, 1978, Doc. No. 6980 in Book 1302 Page 360 D. T. S. \$ 38.00

In favor of Norman T. Hansen and Rita Hansen, his wife, as Joint Tenants.

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situated in the County of Yolo, State of California described as follows:

Blocks 19-A, 19-B, 19-C and 19-D; Blocks 20-A, 20-B, 20-C, 20-D and 20-E; Blocks 21-A, 21-B, 21-C and 21-D; Blocks 22-A, 22-B, 22-C and 22-D; Rhodes and Sweitzer Tracts, filed July 13, 1892, in Book 1 of Maps, page 18, Yolo County Records.

Dated: June 1, 1978 @ 7:30 A.M.

Title Insurance and Trust Company

by *Val Hansen*

PRESIDENT

Attest: *Richard H. Kurlitt*
Addition to Preserve #40

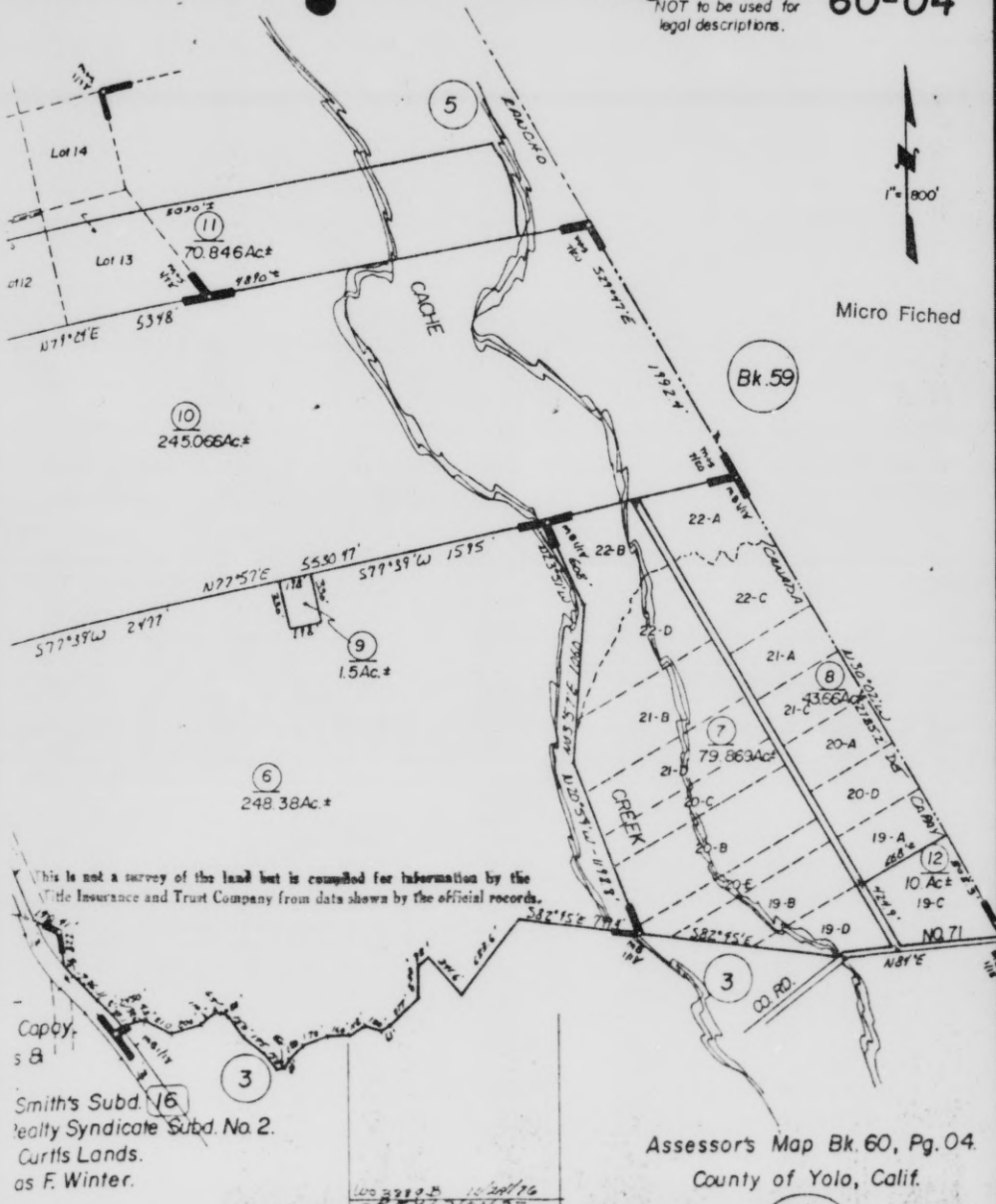
SECRETARY

CAUTION- These maps ARE NOT to be used for legal descriptions.

60-04



Micro Fiched



Assessor's Map Bk. 60, Pg. 04.

County of Yolo, Calif.

77/78

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

AGREEMENT NO. 78-322

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between

Helen G. Stauer

P. O. Box 416

Port Bragg, Ca. 95437

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 78 by the County by Resolution No. 78-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979, and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Book 1354 page 596

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur A. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S) John G. Bauer

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared

ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balmaine Jones
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Mendocino) ss.

STATE OF CALIFORNIA)
COUNTY OF Mendocino) ss.

ON June 28, 1978,
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared Helen G. Stauer

known to me to be the person.... whose name is subscribed to the within
instrument, and acknowledged to me that she executed the same.

Notary's Signature Terri Foucheaux

Type or Print Notary's Name Terri Foucheaux



ACKNOWLEDGMENT - Individual

LAURENCE P. HENIGAN, COUNTY CLERK

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE \$ 25.00

LIABILITY \$ 100.00

ORDER No. 11-02-50171-6

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

HELEN G. STAUER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 26, 1976 at 7:00 o'clock

TRANSAMERICA TITLE INSURANCE COMPANY

by

Assistant Secretary for the Company

San J. Chung

Addition to Preserve # 78

11-02-50171-6

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1977 with respect to the name(s) of Helen G. Stauer

Micro Fiched

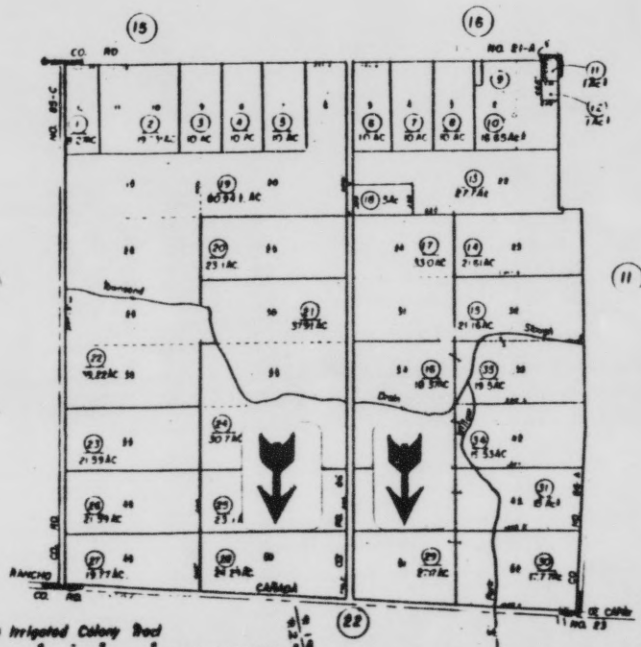
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred: The land referred to in this report is situated in the State of California, County of Yolo, an Unincorporated Area, and is described as follows:

LOT NO. Fifty (50), and Lot No. Fifty-One (51), of Yolo Irrigated Colonies or Brooke Realty Company's Subdivision No. 114, as per official Map or Plat thereof on file in the Office of the County Recorder of the County of Yolo, State of California, and being the same lands and premises conveyed by Deed recorded in Book 92 of Deeds, page 175, and Deed recorded in Book 78 of Deeds, page 225, Records of the County of Yolo, State of California, and subject to the restrictions therein contained.

Assessor's Parcel No.: 49-170-29
49-170-28

PHIL:lmh
6/26/78

POR RANCHO CANADÁ DE CAPAY



M & B 2, Pg. 4 - Yuba Irrigated Colony Road
M & B (R. 3, Pg. 67 -
(Formerly Sec. 21-80)

RD. 2 - Assessor's Road Numbers Shown in Figures
Assessor's Parcel Numbers Shown in Circles

Micro Fiched

Assessor's Map 84-49-P
County of Yuba, Calif.
(1/1/72)

AGREEMENT NO. 78-373

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
GLENN L. HUBRIGHT & SHELLY HUBRIGHT
726 MONTEREY ST., VALLEJO, CA. 94590

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 42 by the
County by Resolution No. 78-184, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur P. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Glenn S. Albright
Shirley Albright

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared Micro Fiched
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

By Balard Rodgers
DEPUTY

On this May 8, 1978, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Glenn L. Albright and Shelly Albright, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this 8th day of May, 1978.

LAURENCE P. HENIGAN, COUNTY CLERK

By Ed Lucas Deputy

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$40.00

LIABILITY \$100.00

ORDER No 11-02-50128-2

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

GLEN ALBRIGHT

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated April 26, 1978 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

[Signature]
Assistant Secretary for the Company

Addition to Reserve # 42

SCHEDULE A

LOT BOOK GUARANTEE

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

The land referred to in this report is situated in the State of California, County of Yolo, unincorporated area, and is described as follows:

SEE EXHIBIT "A" CONTAINED HEREIN FOR DESCRIPTION

Micro Fiched

A. The last recorded instrument purporting to transfer title to said real property is:

The Individual Grant Deed, to Glenn L. Albright and Shelly Albright, his wife, as Joint Tenants, dated March 15, 1976, recorded, March 17, 1976, book 1183, page 122, Series No. 3951, Official Records.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

DEED OF TRUST for the original amount shown below, and any other amounts payable under the terms thereof.

Original Amount: \$7,100.00

Dated: August 26, 1969

Recorded, Official Records, September 24, 1969

Book: 922

Page: 518

Trustor: Glenn L. Albright, a married man, as to an undivided 1/2 interest; William R. Lewis, a single man, as to an undivided 1/2 interest

Trustee: Transamerica Title Insurance Company, a California corporation

Beneficiary: Gus F. Schiffman

:vrh
5-1-78

EXHIBIT "A"

PARCEL ONE:

THE NORTH ONE-half of the Southeast quarter of the Northwest quarter of Section 35, Township 10 North, Range 2 West, Mount Diablo Base and Meridian.

PARCEL TWO:

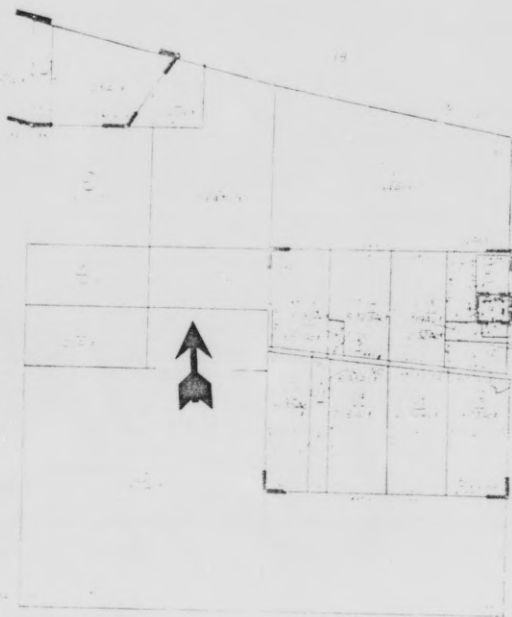
BEGINNING AT THE Southwest corner of Lot 4, as shown on the Map of the Second Amended Map of George H. Hoppin's Subdivision of the South half of the Northeast quarter and North half of the Southeast quarter of Section 35, Township 10 North, Range 2 West, filed for record in the office of the Yolo County Recorder in book 2 of Maps at page 54, running thence North along the West line of said Lot 4, 485.00 feet; thence East 30.00 feet; thence South 487.78 feet to the Southerly line of Lot 4; thence North 84 degrees 42' West, along the Southerly line of Lot 4, 30.13 feet to the point of beginning.

Micro Fiched

Assessor's Parcel No.: 49-210-17

FRAC SEC. 26 N SEC. 35 T. 1 N. R. 2 W. M. 1/4 M.

CAUTION: This map is not to be used for legal purposes.



Micro Fiched

Map No. 24 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 25 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 26 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 27 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 28 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 29 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.
 Map No. 30 - Sec. 26 N. Sec. 35 T. 1 N. R. 2 W. M. 1/4 M.

Assessor's Map
 County of No.

AGREEMENT NO. 28-324

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 1978, by and between _____

GEORGE HIROMOTO and SACHI HIROMOTO

241 Box 214

CLARK'S BULL CREEK 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. _____ Addition to Preserve No. 83 _____ by the County by Resolution No. 28-184, which was filed in the Office of the County Recorder of Yolo County on February 26, 1979, and recorded in Volume 1354 of Official Records at Page 91, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *Arthur J. Edmonds*
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

George Hiromoto
Sachi Hiromoto

TO 1944 CA (10-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF YOLO } SS.

On JUNE 14, 1978

before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE HIROMOTO AND SACHI HIROMOTO

known to me
to be the person S whose name s are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Evelynn J. Puett



TITLE INSURANCE
AND TRUST
A TICOR COMPANY



EVELYNN J. PUETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE
YOLO COUNTY

My Commission Expires March 24, 1980

(This area for official notarial seal)

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared

ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK



RO 22072-046

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees
County of Yolo

Liability \$100.00

Fee \$ 35.00

Your

Ref 43-310-04

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a deed

Doc. recorded December 16th Dec. No. 24726 in Book 1283 Page 232 D. T. S. \$58.30

In favor of

George Hiromoto and Sachi Hiromoto, husband and wife as Joint Tenants

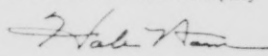
If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

see EXHIBIT "A" attached

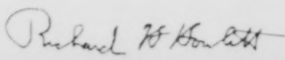
Dated: June 9, 1978 @ 7:30 A.M.

Title Insurance and Trust Company

by 
PRESIDENT

Attest:

Addition to Preserve #83


SECRETARY

E X H I B I T " A "

All that real property situated in the County of Yolo, State of California, described as follows:

Portion of Lot 40, Holland Land C. Subdivision No. 4, filed February 17, 1921, in Book 3 of Maps, page 43, Yolo County Records, described as follows:

Beginning at the Northeast corner of said Lot 40; running thence along the East line of said lot South 0° 51' West 837.72 feet; to the South line of said lot; thence along said South line North 88° 37' West 1297.08 feet; thence North 833.73 feet to the North line of said Lot 40; thence along said North Line South 88° 48' East 1309.41 feet to the point of beginning.

Micro Fiched

EXCEPTING THEREFROM, 1/2 of all mineral rights, as excepted in the deed executed by DeLoss Wilgus Lee, recorded April 26, 1977, in Book 1242 of Official Records, page 368.

EXCEPTING AND RESERVING UNTO THE GRANTOR ALL OF THE REMAINING 1/2 mineral rights including but not limited to oil, gas and all other hydrocarbon substances.

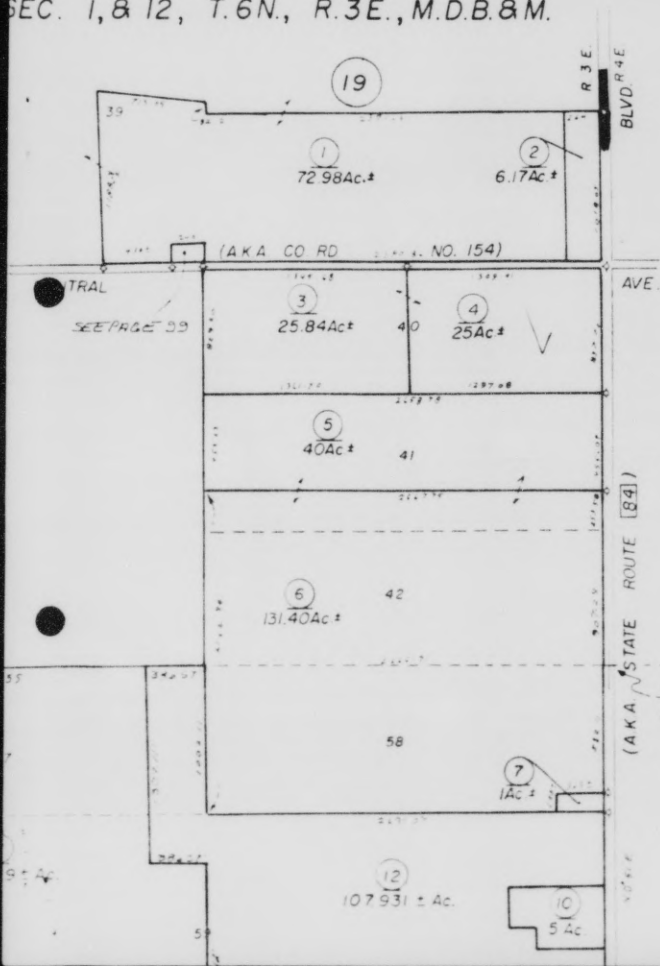
SEC. 1, & 12, T.6N., R.3E., M.D.B.&M.

for legal descriptions.

43-31

Micro Fiched

This is not a survey of the kind but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

$$l'' = 800'$$


(AKA. STATE ROUTE 84)

100

1	6
12	7

(11)

AGREEMENT NO. 22-375

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th
day of December, 19 22, by and between

Frederick C. Luttan Jr.

Dieta Luttan

Rt. 1, Box 41, Clarksburg, Ca. 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 56 by the
County by Resolution No. 22-124, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979
and recorded in Volume 1354 of Official Records at Page 91,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources; to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur Richards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Frederick C. Kirtlan &
Violet Kirtlan
6-23-78

STATE OF CALIFORNIA

COUNTY OF Sacramento } ss.



On this 23rd day of June in the year one thousand nine hundred and 78 before me, Dawn Czoberek, a Notary Public, State of California, duly commissioned and sworn, personally appeared Frederick C. Kirtlan and Violet Kirtlan

known to me to be the person ^s whose name ^s subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Sacramento County of Sacramento the day and year in this certificate first above written.

Dawn Czoberek
Notary Public, State of California
My commission expires December 23, 1980

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On 12-12, 1928, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared

_____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

NO *Barbara Rodgers*
DEPUTY

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared _____
_____, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2203

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLAIN V. COMBINATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD WATER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76295-B

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

FREDERICK C. KIRITAN, JR. and VIOLET KIRITAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1978 05:00 p.m.

in the County of Yolo, State of California

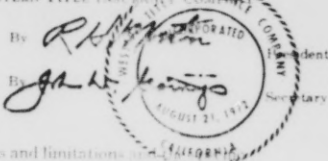
Countersigned:

Joseph M. Falvey
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By



Please note carefully the liability exclusions and limitations in the Schedules of the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Present #56

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76295-B

Effective Date: June 5, 1978 05:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

Micro Fiched

FREDERICK C. KIRITAN, JR. AND VIOLET KIRITAN, husband and wife, as Tenants in Common

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: That certain parcel or tract of land lying and being in Swamp Land Survey No. 270, Yolo County, California, described as follows: BEGINNING AT a point in the center line of adrainage canal and the West line of said Swamp Land Survey No. 270, located South 12° 44' West 730.56 feet from the Northwest corner of said Swamp Land Survey No. 270; and running thence along the center line of said canal and the West line of Swamp Land Survey No. 270, South 12° 44' 40" West 587.84 feet to a point from which a 1 1/2" pipe with galvanized cap bears North 00° 34' 24.60 feet; thence South 75° 19' 40" East 2635.56 feet; thence North 03° 52' 10" East 598.49 feet; thence North 75° 20' 10" West 2512.27 feet to a 1 1/2" pipe with galvanized cap marked D.B.R.E. 46-1937; thence continue said course 30.90 feet or a total distance on said course of 2543.18 feet to the point of beginning.

PARCEL 2: That certain parcel or tract of land lying and being in Swamp Land Survey No. 270, Yolo County, California described as follows: BEGINNING AT a point located the following two courses and distances from the Northwest corner of said Swamp Land Survey No. 270: (1) South 12° 44' 40" West 1318.40 feet along the West line of said Swamp Land Survey No. 270, to a point from which a 1 1/2" pipe with galvanized cap bears North 00° 34' East 24.60 feet, and (2) South 75° 19' 40" East 2635.56 feet; thence from said point offsetting South 75° 19' 40" East 219.74 feet to a 1 1/2" pipe with cap marked D.B.R.E. 46-1937; thence continue said course 150.70 feet or a total distance on said course of 370.44 feet to the low water mark on the westerly bank of the Sacramento River; thence up said river and following the low water mark on the westerly bank thereof North 03° 52' 10" East 598.54 feet; thence North 75° 20' 10" West 143.50 feet to a 1 1/2" pipe with galvanized cap marked D.B.R.E. 46-1937; thence continue said course 226.93 feet or a total distance on said course of 370.45 feet; thence South 03° 52' 10" West 598.49 feet to the point of beginning.

CONTINUED

DESCRIPTION CONTINUED

EXCEPTION THEREFROM an undivided 50 percent interest in and to all oil, gas, casinghead gas, and all other hydrocarbon substances in and under said parcels of land, together with the perpetual right of ingress and egress to and from said parcels of land for the purpose of drilling, exploring and mining and in every way operating for such minerals and removing the same, unto grantors herein, their successors and assigns as reserved in that certain deed executed by Robert R. Kirtlan and Hazel A. Kirtlan, husband and wife, to Frederick C. Kirtlan, Jr. and Violet Kirtlan, husband and wife, as Tenants in Common, dated January 5, 1977, recorded January 7, 1977, in Book 1226 of O.R., at Page 135.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessor Parcel No. 44-030-03.

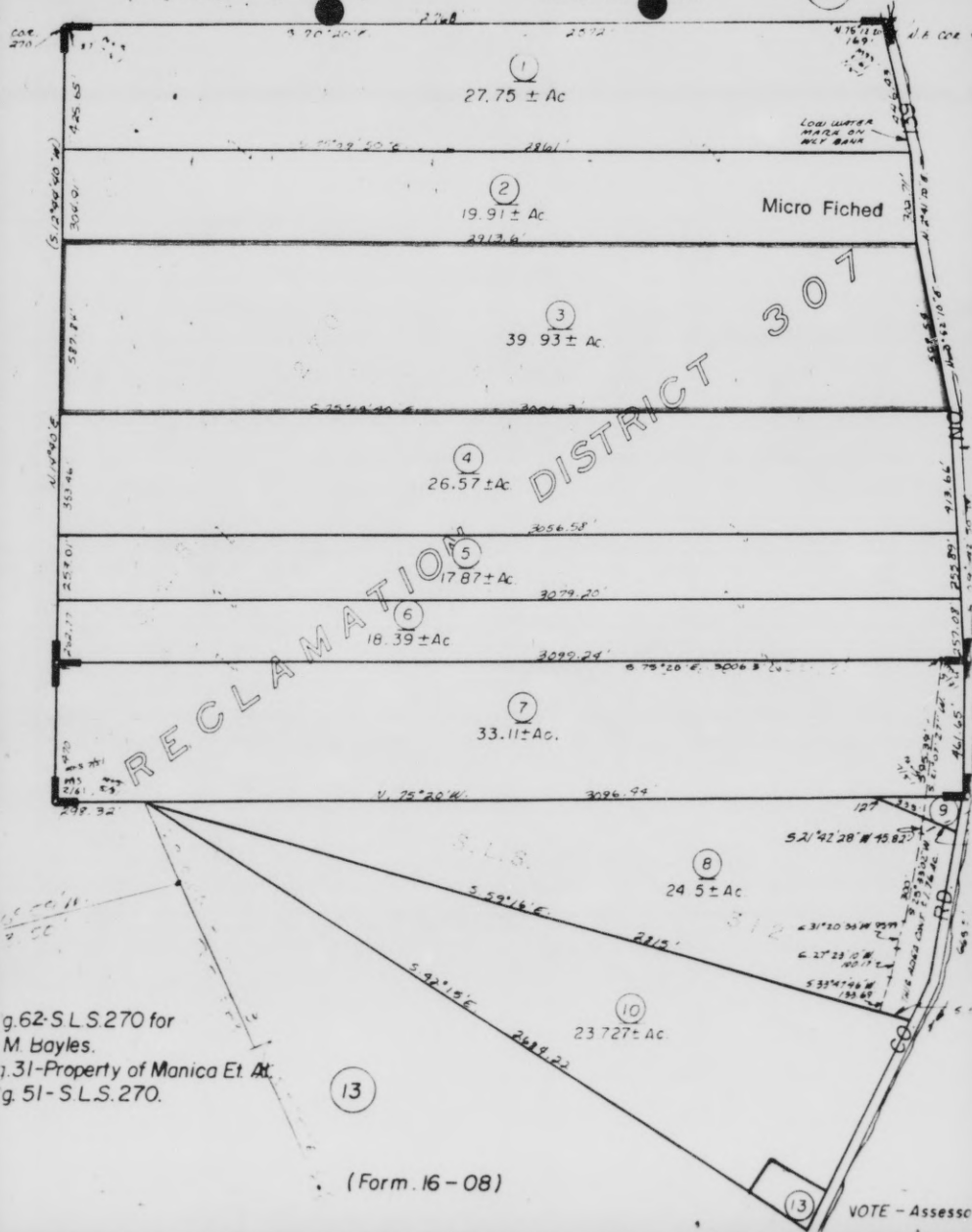
NOTE: This guarantee is limited to the above described property.

Micro Filmed

T. 7 N., R. 4 E.,

M.D.B. 8 M.

(7)



AGREEMENT NO. 28-376

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 28, by and between

Mr & Mrs R. Barry Sirard
418 Bayler Dr
Woodland, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 34 by the County by Resolution No. 28-185, which was filed in the Office of the County Recorder of Yolo County on February 26, 1929, and recorded in Volume 1354 of Official Records at Page 128, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

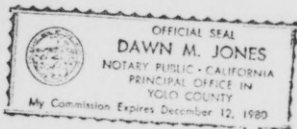
BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF

STATE OF CALIFORNIA

COUNTY OF *Yuba*

ss.



On this 25 day of May, in the year one thousand nine hundred and 78, before me, Dawn M. Jones, a Notary Public, State of California, duly commissioned and sworn, personally appeared R. Barry Gerard and George H. Swind known to me to be the person S. whose name S. B. G. subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Yuba County of Yuba the day and year in this certificate first above written.

Dawn M. Jones
Notary Public, State of California

My commission expires Dec 12, 1980

Cowdery's Form No. 32 Acknowledgement - General (C. C. Sec. 1190.1)

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

On 12-11, 1922, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS Micro Fiched
_____, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)) ss.
COUNTY OF YOLO)

By Barbara Rodgers
DEPUTY

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

ASSURANCE GUARANTEE

71 2262

- | | |
|--|--|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ EASEMENT GUARANTEE |
| ☐ JUDGMENT AND LIEN GUARANTEE | ☒ PRELIMINARY SEARCH GUARANTEE |
| ☐ EOT WORK GUARANTEE | ☐ SELLER'S EOT GUARANTEE |
| ☐ PERSONAL PROPERTY INCURANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ BUREAU OF RECORDS GUARANTEE |

Order No. 76234

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

R. BARRY SIWARD AND GEORGIA T. SIWARD

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 12, 1978 @ 5:00 P.M., in the County of YOLO, STATE OF CALIFORNIA

Witnessed:

Jeffrey Talley
Vice President

WESTERN TITLE INSURANCE COMPANY
By *R. Barry Siward* President
By *Georgia T. Siward* Secretary
AUGUST 21, 1978
CALIFORNIA

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presume # 34

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76234

Effective Date: May 12, 1978 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1978, with respect to the name(s) of

Micro Fiched

Title to the herein described property vests in:

R. BARRY SIWARD AND GEORGIA T. SIWARD, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

Lot 4, Browning Ranch, filed November 22, 1921, Book 4 of Maps and Surveys,
Page 60, Yolo County Records.

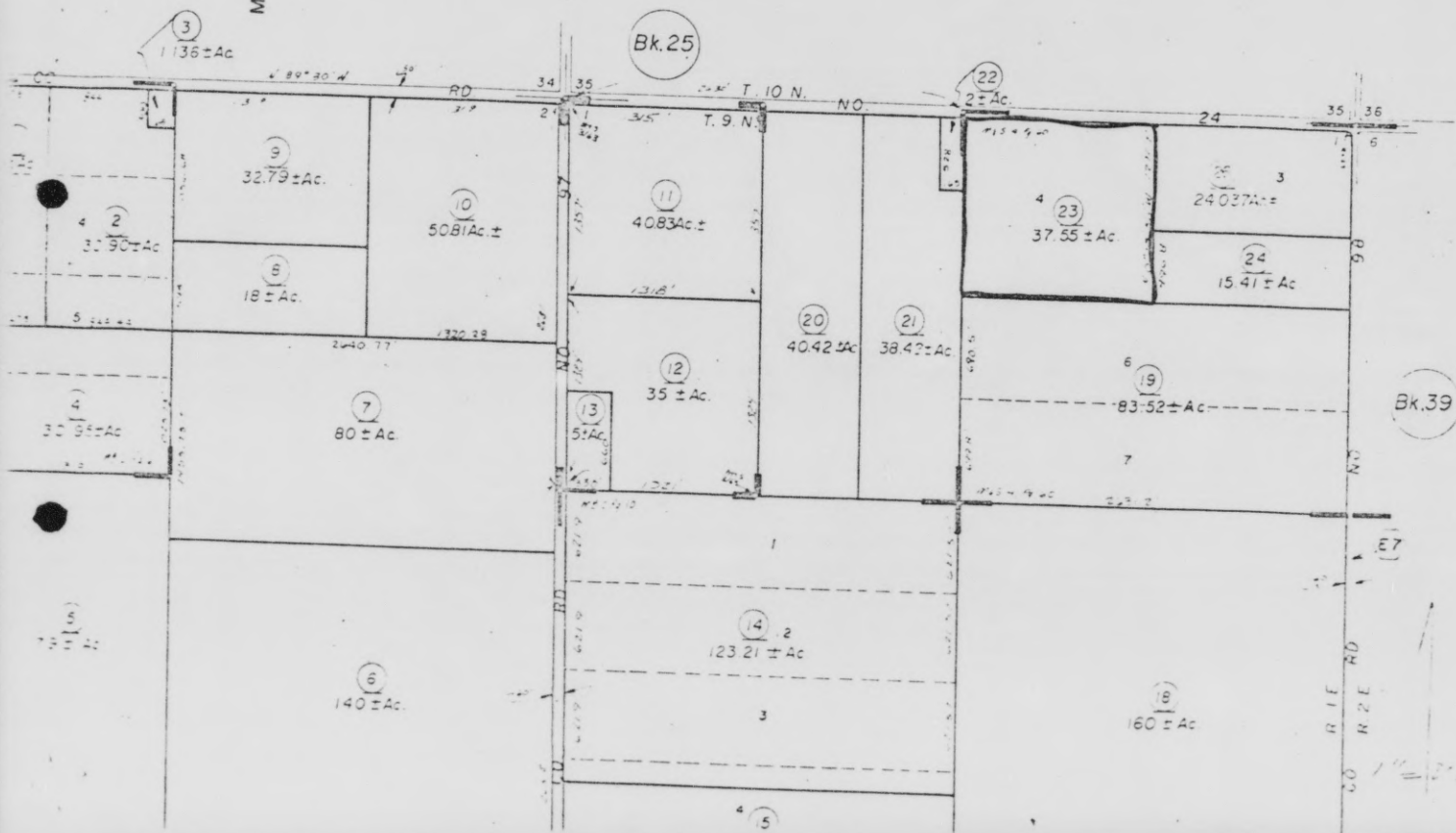
NOTE: Yolo County Assessor designates the herein described property on
1974-75 Assessment Roll as Assessors Parcel No. 40-050-23, Code
Area 87-068

NOTE: This guarantee is limited to the above described property.

40-0

40-05

SEC. 1 & 2 & POR 12, T.9N. R.1E., M.D.B. & M.



AGREEMENT NO. 78-377

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 28, by and between _____

JAMES ALLEN BORCHARD

Route 1, Box 64, Woodland, Calif. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 22 by the
County by Resolution No. 78-185, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1928,
and recorded in Volume 1354 of Official Records at Page 128,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Beverly A. Reynolds
CHAIRMAN OF THE BOARD OF
SUPERVISORS

STATE OF CALIFORNIA
COUNTY OF Yolo

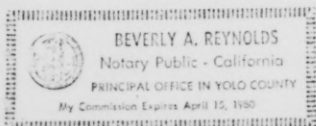
ss

On this 26th day of June in the year one thousand nine hundred and 78 before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared James Allen Lorchard

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California
My commission expires _____



Cowdery's Form No. 32 - Acknowledgment - General (C. C. Sec. 11904)

Printed 12/72

STATE OF CALIFORNIA))
COUNTY OF YOLO) ss.

On 12-12, 1979, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS Micro Fiched
_____, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balmaine Rogers
DEPUTY

STATE OF CALIFORNIA))
COUNTY OF YOLO) ss.

On this _____, 19____, before me the under-
signed County Clerk of the County of Yolo, personally appeared
_____, known to me to be
the person(s) whose name is subscribed to the within instrument and
acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 2307

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76414- BR
7.15

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Ficheu

James A. Borchard and Elizabeth M. Borchard

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 12, 1978 @ 5:00 p.m., in the County of YOLO, California

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

By

President

Secretary

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #22

THIS GUARANTEE FORM NO. 18 (REV. 6-6-77)

WELBURN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76414-BR

Effective Date: June 12, 1978 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1978, with respect to the name(s) of

Title to the herein described property vests in:

James Allen Borchard also known as James A. Borchard

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The Northerly 87.527 acres of the hereinafter described Parcel 1, the Southerly line being parallel to the Northerly line of the hereinafter described Parcel 1, and which Parcel 1, is described as follows:

PARCEL 1: Tract 3 and Tract 4 of the M.E. Clanton Estate Lands, being a portion of the Southwest Quarter (SW 1/4) of Section 5, and a portion of the Northwest Quarter (NW 1/4) of Section 8 in Township 9 North, Range 2 East, Mount Diablo Base and Meridian, as shown by the map on file and of record in the office of the County Recorder of the said County of Yolo, in Book 4 of Maps and Surveys, at Page 66.

EXCEPTING THEREFROM that portion thereof conveyed to the County of Yolo, by Deed recorded July 9, 1975, in Book 1152 of Official Records, at Page 181.

NOTE: The Yolo County Assessor designates the herein described property on their 1977-78 Assessment roll as Assessors Parcel No. 41-020-33 and 39-150-13

NOTE: This guarantee is limited to the above described property.

41-02

T9N R2E

Bk 39

Pg. 15

Micro Fished



M. & S. Bk. 2, Pg. 2 - Sec. 9, T.9N., R. 2E., M.D.M.

M. & S. Bk. 10, Pg. 27 - Sec. 9, T.9N., R. 2E., M.D.M.

AGREEMENT NO. 28-328

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th
day of December, 19 78, by and between
Casper Borchard Ranch, a co-partnership of Helen Borchard Webber, Milton C. Borchard
Maryann Borchard Trowler, Ida Fay Borchard Mahan and James A. Borchard,

(Casper Borchard Ranch, c/o Helen B. Webber, 915 Ambort Way, Woodland, Calif 95695)
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political
subdivision of the State of California, Courthouse, Woodland,
California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in
the County of Yolo, State of California, hereinafter referred to as
the "subject property", and more particularly described in Exhibit
"A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 22 by the
County by Resolution No. 28-185, which was filed in the Office
of the County Recorder of Yolo County on February 26, 1979,
and recorded in Volume 1254 of Official Records at Page 128,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the map(s)
attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space and
constitutes an important physical, social, aesthetic, and economic
asset to the County; and

WHEREAS, the placement of the subject property in an
agricultural preserve and the execution and approval of this Contract
is deemed to be a determination that the highest and best use of the
subject property during the term of the contract or any renewal
thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF
SUPERVISORS

OWNER(S)

Milton L. Berchard
Maryann B. Traylor
Stanley Berchard Traylor
Helen Berchard Traylor
James Alton Berchard

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

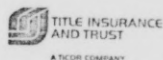
On 12-12, 1978, before me, the undersigned,
County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDWARDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo, and
also known to me to be the person who executed said document on behalf
of the County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its Board
of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balaram Rodgers
DEPUTY



TO 1944 CA (10-74)

(Individual)

STATE OF CALIFORNIA)
COUNTY OF Ventura) ss.

On June 22, 1978

before me, the undersigned, a Notary Public in and for said
State, personally appeared MILTON C. BORCHARD, MARYANN B. TRAYLOR and
IDA FAY BORCHARD MAHAN

ler-

known to me
to be the person S whose name S are subscribed
to the within instrument and acknowledged that they
executed the same.

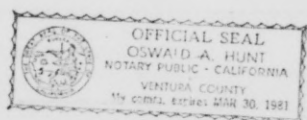
to be

ind

9

WITNESS my hand and official seal.

Signature Oswald A. Hunt
Oswald A. Hunt



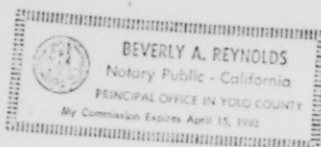
(This area for official notarial seal)

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

On this 26th day of June in the year one thousand nine
hundred and 78 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Helen Borchard Webber and James Allen Borchard

known to me to be the person S whose name S are subscribed to the within
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written



Beverly A. Reynolds
Notary Public, State of California

My commission expires

COMBINATION GUARANTEE

71 2306

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 76415/DR

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

CASPER BORCHARD RANCH, a co-partnership

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 12, 1978, 5:00 p.m.

, in the County of Yolo, State of California

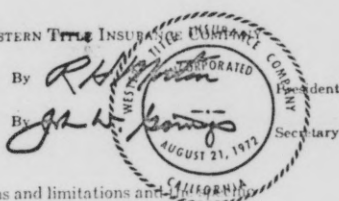
Countersigned:

Joseph M. Falvey
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By



President

Secretary

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve # 22

WELLS FARGO TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 76415/BR

Effective Date: June 12, 1978, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1978, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN: CASPER BORCHARD RANCH, a co-partnership of HELEN BORCHARD WEBBER, MILTON C. BORCHARD, MARVANN BORCHARD TRAYLOR, IDA FAY BORCHARD MAIAN AND JAMES A. BORCHARD.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Tract 4 and Parcels 1, 2 and 3 of Tract 5, of the M.E. Clanton Estate Lands, (being a portion of the Northwest one-quarter of Section 8, Township 9 North, Range 2 East, M.D.B.&M.) as shown on the map thereof, filed in the office of the Recorder of Yolo County, California, on July 2, 1924, in Book 4 of Maps, and Surveys, at Page 66.

EXCEPTING THEREFROM THE FOLLOWING:

Micro Fiched

(a) That portion of Tract 4 that lies within the following described property: The Northerly 87.527 acres of the hereinafter, described Parcel 1, the Southerly line being parallel to the Northerly line of the hereinafter described Parcel 1, and which Parcel 1 is described as follows:

PARCEL 1: Tract 3 and Tract 4 of the M.E. Clanton Estate Lands, being a portion of the Southwest Quarter (SW 1/4) of Section 5, and a portion of the Northwest Quarter (NW 1/4) of Section 8 in Township 9 North, Range 2 East, Mount Diablo Base and Meridian, as shown by the map on file and of record in the office of the County Recorder of the said County of Yolo, in Book 4 of Maps and Surveys, at Page 66.

(b) That portion conveyed to the County of Yolo by deed recorded November 6, 1974, in Book 1125 of Official Records, at Page 21.

NOTE: The Yolo County Assessor designates the herein described property on their 1977/78 Assessment Roll as Assessors Parcel No. 41-020-32 and 41-020-08.

NOTE: This guarantee is limited to the above described property.

FILED

AGREEMENT NO. 78-379

DEC 19 1978

LAURENCE P. HENIGAN, Clerk

(Amendment of Lease Agreement) By John E. Fiched
Deputy

THIS AMENDMENT OF LEASE AGREEMENT No. 77-56 is made on December 19, 1978, between DAN DOWLING, et al. ("LANDLORD"), whose address is c/o Robert L. Griffith, 323 First Street, Suite 3, Woodland, California 95695, and the COUNTY OF YOLO, a political subdivision of the State of California ("TENANT"), who agree as follows:

WITNESSETH:

RECITALS:

1. EARL L. COVEY and TENANT entered into a written lease agreement dated February 22, 1977, known as Yolo County Agreement No. 77-56.
2. LANDLORD is the successor of EARL L. COVEY. Micro Fiched
3. In said Agreement No. 77-56, LANDLORD leased to TENANT, and TENANT leased from LANDLORD, premises identified as 914 Court Street, Suite 8, Woodland, California.
4. The parties desire to amend Lease Agreement No. 77-56 as to the provision pertaining to Rent.

AGREEMENTS:

1. Effective Date. The terms of this agreement shall commence December 1, 1978.
2. Rent. Commencing December 1, 1978, monthly rent shall be increased to ONE HUNDRED (\$100.00) DOLLARS from EIGHTY (\$80.00) DOLLARS and shall be payable pursuant to the provision of the lease agreement.
3. Effectiveness of Lease Agreement. Except as set forth in this amendment of lease agreement, all the provisions of LEASE AGREEMENT No. 77-56 shall remain unchanged and in full force and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this amendment of
2 lease agreement the day and year first written above.

3
4 LANDLORD -

5 DAN DOWLING, et al.

6
7 BY Robert T. Goffrich, Agent

8
9 Micro Fiched

10
11 TENANT -

12 COUNTY OF YOLO, a political subdivision
13 of the State of California

14 BY Arthur H. Edwards
15 CHAIRMAN OF THE BOARD OF SUPERVISORS
16

17 ATTEST:

18
19 LAURENCE P. HENIGAN, Clerk

20
21 BY Dee E. Lucas
22 Deputy

23
24 (S E A L)

25 APPROVED AS TO FORM
26 CHARLES R. MACK
COUNTY COUNSEL

BY Charles R. Mack
DEPUTY COUNTY COUNSEL

● FILED

DEC 19 1978

AGREEMENT NO. 78-380

LAURENCE P. HENIGAN, Clerk
By *John E. Lucas*
Deputy

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT, dated this 19th day of December, 1978, is by and between DAN DOWLING, et al., hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT.

W I T N E S S E T H :

RECITALS:

1. LANDLORD, as successor, and TENANT had entered into Lease Agreement No. 77-138 for lease of certain premises situated in the City of Woodland, County of Yolo, known as 914 Court Street, Suite 6. Micro Fiched
2. The term of said Lease Agreement had terminated on June 30, 1978.
3. LANDLORD and TENANT wish to enter into an agreement to allow TENANT to hold over.

AGREEMENTS:

1. Term. The term of this agreement shall commence on December 1, 1978, and shall terminate upon thirty (30) days written notice from either party to the other.
2. Rent. TENANT shall pay the sum of THREE HUNDRED NINETY-EIGHT DOLLARS AND No/100 (\$398.00) to LANDLORD, by County warrant, on the first day of each month during the term of this lease, commencing December 1, 1978. Said County warrant shall be made payable to ROBERT L. GRIFFITH AND ASSOCIATES.
3. Effectiveness of Lease Agreement. Except as set forth in this Letter of Agreement, all the provisions of Lease Agreement

1 No. 77-138 shall remain unchanged and in full force and effect.

2 IN WITNESS WHEREOF, the parties hereto have set their
3 hands and seals the day and year first above written.

4 LANDLORD -
5 DAN DOWLING, et al.

6 BY Robert L. Giffith, Agent

7
8 TENANT -
9 COUNTY OF YOLO, a political
10 subdivision of the State of
11 California

12 BY Arthur R. Edwards
13 CHAIRMAN OF THE BOARD OF
14 SUPERVISORS

15
16
17
18
19
20
21
22
23
24
25
26
Micro Fiched

AGREEMENT NO. 78-381

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2749

(El Macero Country Club Estates - Unit No. 5)

FILED
JAN 15 1979
METER McNAMER, Clerk
By *[Signature]*
Deputy

THIS AGREEMENT is made and entered into on this 19th day of December, 1978, by and between MACE Properties, Inc., hereinafter referred to as the "Subdivider" and the County of Yolo, hereinafter referred as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2749 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Micro Fiched

1. That the Subdivider will develop and construct in said Subdivision No. 2749, public improvements including, but not limited to, street improvements consisting of concrete curbs and gutters, asphalt paving and base, on/off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with the City of Davis standards and approved by the City of Davis Department of Public Works.
3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit \$13,650.86 for said purposes.

5. That the Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from the "Subdivider's" performance or non-performance of his duties under this agreement, or from negligence of himself or his agents, servants, or employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2749.

6. That the Subdivider will furnish the County evidence acceptable to the County of Insurance, insuring the County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$500,000.00 in respect to personal injuries and/or death of any one person; \$1,000,000.00 in respect to personal injuries or death for any one occurrence, and \$500,000.00 in respect to property damage in any one occurrence.

7. That the Subdivider shall notify the Director of Public Works of the commencement of the work improvements.

Micro Fiched

8. That the Subdivider may, upon approval of the plans and filing of the final map, undertake appropriate proceedings pursuant to the provisions of Division 12 of the Streets and Highways Code of the State of California, (the Municipal Improvement Act of 1913), as amended for the construction of all public improvements within said Subdivision No. 2749 in accordance with the approved plans and specifications.

The use of the 1913 Improvement Act proceedings to complete the subdivision improvements shall be subject to approval by the Board of Supervisors.

9. That the Subdivider agrees pursuant to Section 66493 of the Government Code of the State of California to pay off any existing assessments in full or to deposit a bond payable to the County as Trustee for the assessment bond holders guaranteeing the payment of existing special assessments.

10. That the completion of the development of said Subdivision No. 2749 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part of state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

11. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

12. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the County for such period of time as the "County" may deem reasonable.

13. That should the "Subdivider" fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

14. The Subdivider shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the Government Code of the State of California. The amount of such "Improvement Security" shall not be less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

15. Where required, pursuant to the provisions of Section 66496 of the Government Code, the Subdivider shall furnish the County a bond or cash deposit in the amount of \$1,400.00, guaranteeing payment of the cost of setting monuments of survey.

Micro Fiched

16. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of paragraph 11 of this agreement.

17. Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties of interest.

18. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the Security waives the provisions of Section 2819 of the Civil Code of the State of California.

19. The acceptance by County of Bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a), of the Rules for the Superior Court, State of California.

20. That Subdivider shall, upon execution of this agreement, pay to County:

(a) a drainage fee in the sum of fifty-two thousand, two hundred fifty and no/100ths dollars (\$52,250.00). This sum is computed at a rate of \$1,000.00 per acre upon a gross acreage of 52.25 acres. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

(b) a sanitary sewer fee of eight thousand, seven hundred and no/100ths dollars (\$8,700.00). This sum is computed at the rate of \$290.00 per lot upon the 30 lots not previously assessed.

(c) a water connection fee of twenty-five thousand, two hundred fifty and no/100ths (\$25,250.00). This sum is computed at a rate of \$250.00 per lot.

21. Time is of the essence in each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

by *William H. Edwards*
CHAIRMAN, Board of Supervisors

Micro Fiched



LAURENCE T. HENIGAN
County Clerk

MACE Properties, Inc.

by *C. Ireland Mace, President*

by _____

Recommended for Approval
to the Board of Supervisors
of the County of Yolo:

Edgar H. Roberts
Director of Public Works



Approved as to form:

[Signature]
County Counsel
1-12-79

RECEIVED**FILED** ③

JAN 11 1979

AGREEMENT NO. 78-382

JAN 11 1979

PETER McNAMEE, Clerk

PETER McNAMEE, Clerk

By

Deputy

(Agreement for Housing and Community Development Services)

By *Paul M. Fiched*

Deputy

This agreement dated this first day of January, 1979 by and between the County of Yolo a political subdivision of the State of California, and the HOUSING AUTHORITY OF THE COUNTY OF YOLO.

WITNESSETH:

RECITALS:

1. The parties hereto enter into an Agreement for the Housing Authority to provide technical and direct assistance in applying for Community Development and related Grants on behalf of and authorized by the County of Yolo.
2. The Housing Authority will monitor and advise the County of Yolo as to availability of Regional, State and Federal funds for Community Development Activities, changes in Federal and State regulations, and pending legislation in the areas of Community Development.

Micro Fiched

3. The Housing Authority will maintain reports on the status of the various projects and activities that are being administered on behalf of the County of Yolo. Whereas, it will be beneficial to the County of Yolo to enter into this agreement and, whereas, the County of Yolo may avail itself of the benefits and advantages of Community Development activities for the residents within its jurisdiction,

NOW, THEREFORE, be it resolved that the parties hereto agree as follows:

1. The Housing Authority agrees to provide technical and direct assistance in the preparation of applications for Community Development and related activities, authorized by the County of Yolo.
2. The Housing Authority is hereby authorized, to exercise the authority for accomplishing the purposes set forth in Provision 1 herein, including but not limited to any or all of the following:
 - a. Receive and expend funds;
 - b. Employ personnel;
 - c. Organize and train staff;
 - d. Develop procedures for program planning, operations, assessments, fiscal management, and audits;
 - e. Evaluate program performance and determine the resulting needs to reallocate resources;
 - f. Modify the grant agreement with the funding agencies;
 - g. Prepare annual budgets;
 - h. Prepare progress reports for reporting purposes relating to this agreement.

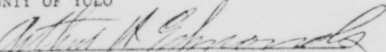
3. The Housing Authority is authorized to hire employees deemed necessary to accomplish the purposes of this agreement.
4. This agreement is for the period between January 1, 1979 and December 31, 1979, provided, however, the parties may extend this agreement for one (1) year periods commencing January 1, 1980 and each January 1 thereafter, subject to a mutual agreement being reached 60 days prior to the annual termination date.
5. Funds derived from any application submitted will go directly to County of Yolo.
6. The total administrative costs for the initial one (1) year contract are as shown in the attached budget. (See Appendix A); Additional one year budgets will be prepared by the Housing Authority and submitted for approval at least 90 days prior to the termination date of the annual agreement. The annual administrative costs shall be paid in advance to the Housing Authority upon submission of a requisition for funds.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this agreement:

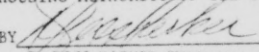
COUNTY OF YOLO

BY


 ARTHUR H. EDMONDS, CHAIRMAN
 BOARD OF SUPERVISORS
Dated December 19, 1978

HOUSING AUTHORITY OF THE COUNTY OF YOLO

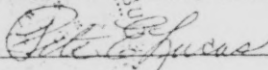
BY


 D. ROSS PARKER EXECUTIVE DIRECTOR
Dated JAN. 1 0 1979

ATTEST:

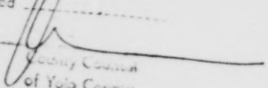
LAURENCE P. HENIGAN, COUNTY CLERK

By


 Deputy

Dated

Approved as to Form


 County Clerk
 of Yolo County

ATTACHMENT A

Participating Agency Costs

	<u>*Population</u>	<u>Percent</u>	<u>Cost</u>
A. City of Davis	34,600	33%	\$7,951.35
B. City of Woodland	26,650	25%	6,023.75
C. City of Winters	2,650	2%	481.90
D. Unincorporated Area of Yolo County	<u>42,100</u>	<u>40%</u>	<u>9,638.00</u>
Total	106,000	100%	\$24,095.00

Micro Fiched

*1977 State Department of Finance Population Figures

DEC 19 1978

LAURENCE P. HENIGAN, Clerk

By John C. Cruster
Deputy

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

The monthly payments shown below have been revised to accomodate the Group's bi-weekly payroll system.

Micro Fiched

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.

MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below:

Basic Rate Structure

		Total
Subscriber	\$ <u>31.06</u>	\$ <u>31.06</u>
Subscriber with one Family Dependent	Add \$ <u>31.06</u>	\$ <u>62.12</u>
Subscriber with two or more Family Dependents	Add \$ <u>27.48</u>	\$ <u>89.60</u>

Variables to Basic Rate Structure

For each dependent child age 19 to 24 in a family of four or more Members

Add \$ 15.52

For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan

Add \$ -0-

For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:

Subscriber	Subtract \$ <u>9.00</u>
Subscriber's spouse (or child if there is no spouse)	Subtract \$ <u>9.00</u>
Other Family Dependents	Subtract \$ <u>5.42</u>

Date Accepted December 19, 1978

Group Yolo County
Auditor's Office, Court House
Woodland, CA 95695

By John C. Cruster
Chairman, Board of Supervisors

By _____

Executed at Oakland, California to take effect

as of February 1, 1979

Date November 30, 1978

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By John C. Cruster
Authorized Representative, Northern California

680 SS P/R mat3 dep9+ M/R 22.06

APPROVED AS TO FORM

CHARLES R. MACK

COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

FILED

RECEIVED

JAN 10 1980

JAN 10 1980

AGREEMENT BETWEEN

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

As Service Provider

and

PETER McNAMEE, Clerk

By

Deputy

PETER McNAMEE, Clerk

By *[Signature]*

COMMUNITY SERVICES PLANNING COUNCIL, INC./

AREA 4 AGENCY ON AGING (hereinafter referred to as AAA)

Upstairs at 1832 Tribute Road

Sacramento, California 95815

A. Name and principal address of Service Provider (hereinafter referred to as SERVICE PROVIDER):

YOLO CO. DEPT. OF SOCIAL SERVICES, John R. Vera, Director *1336*
20 Cottonwood Street, Woodland, CA 95695 916/666-4203

B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965, applies to this application.

C. Maximum total funds available for this project: \$ 23,700

D. Beginning date January 1, 1979 and ending date December 31, 1979 of this agreement.

E. No expenditures whatsoever may be made after the following date: Micro Fiched
December 31, 1979

F. Addresses of Project Sites:

1. _____
2. _____
3. _____

G. Service Provider's Application Number and Program Title: 155-5
SPECIAL PROGRAM FOR THE AGING - INFORMATION & REFERRAL

H. Name of Insurance Carrier: See attachment 1a

Description of Policy: _____

Limits of Policy: _____

Effective Dates of Policy: _____

Name and Address of Agent: _____

COUNTY OF YOLO INSURANCE CARRIERS

PRIMARY LIABILITY INSURANCE CARRIER: JEFFERSON INSURANCE COMPANY OF NEW
YORK
POLICY NO. 65734

PRIMARY AUTOMOBILE INSURANCE CARRIER: UNITED STATES FIDELITY & GUARANTEE
COMPANY BALTIMORE
POLICY NO. IC876046

EFFECTIVE DATES OF BOTH ABOVE NAMED POLICIES ARE 9/1/78 - 9/1/79. . . .

LIABILITY COVERAGE IS \$300,000 SINGLE OCCURRENCE

AUTOMOBILE COVERAGE IS \$300,000 PERSON, \$300,000 OCCURRENCE, \$100,000
PROPERTY DAMAGE

SECONDARY CARRIER: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
POLICY NO. 4177-8330

COVERAGE ON BOTH LIABILITY AND AUTOMOBILE FROM \$300,000 TO \$1,000,000

EFFECTIVE DATES: 12/20/78 - 12/20/79. Micro Fiched

EXCESS LIMITS CARRIER: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
POLICY 4176-7321

COVERAGE ON BOTH LIABILITY AND AUTOMOBILE FROM \$1,000,000 TO \$5,000,000

EFFECTIVE DATES: 9/1/78 - 9/1/79.

LOCAL AGENT: L. E. WRAITH & ASSOCIATES, INC.
350 COURT STREET
WOODLAND, CALIFORNIA 95695

I. SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service. Micro Fiched

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the State of California or the A4AA.

7. SERVICE PROVIDER : 11 procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that it has procured the required insurance.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit monthly reports of expenditures made to the A4AA by the 5th working day of the following month. Reports shall be submitted on forms provided by A4AA.

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

Micro Fiched

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

- M. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between two (2) parties hereto, shall be binding on any of the parties hereto.
- N. ALL conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging for calendar year 1979 shall cover this contract.
- O. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of the individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of the persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and whose job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.
- P. Implementation of this contract in whole or in part is contingent upon the approval by the California Department of Aging of the CSPP/A4AA Area Plan for CY1979 and related spending authority. In the absence of such approval and authorization, CSPP/A4AA and the SERVICE PROVIDER are relieved of all obligations contained herein.

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC.

James E. Nichols
Executive Director

1-10-79

Date

FOR SERVICE PROVIDER

Arthur R. Edwards

DECEMBER 26, 1978

Date

Micro Fiched

FOR AREA 4 AGENCY ON AGING

Dean Lee
Director

1-10-79

Date

Approved as to Form

By David

County Council of Yuba County

ATTACHMENTS TO THIS AGREEMENT:

- A. Grant application including forms 4-13, 4-14, 4-15, 4-16, Articles of Agreement, and Assurance of Compliance.
- B. Performance Standards dated DEC 11 1978.
- C. Information and Referral Standards (I&R contracts only).

NOV 1 - 1978

APPLICATION FOR PROJECT AWARD UNDER TITLE III OF THE OLDER AMERICANS ACT

PART I - FACE SHEET

RECEIVED
DEC 8 - 1978

1. TITLE OF PROJECT:

Special Program for the Aging

2.A. TYPE OF APPLICATION:

☐ New ☐ Revision
☒ Continuation ☐ Supplement

B. DATES OF
PROJECT
PERIOD

FROM THROUGH

1/1/79 12/31/79

3. APPLICANT AGENCY (Name, Street,
City, State, Zip, Telephone):
County of Yolo
Department of Social Services
20 Cottonwood Street
Woodland, CA 95695

4. PROJECT DIRECTOR (Name, Title, Street,
City, State, Zip, Telephone):
John R. Vera, Director
20 Cottonwood Street
Woodland, CA 95695

Micro Fiched

5. TYPE OF AGENCY:

☒ Public Agency ☐ Private Non-Profit ☐ Private For Profit

6.

PROPOSED OPERATING BUDGET
FOR PROJECT PERIOD: CY79

TITLE III

NON-FEDERAL
MATCH

TOTAL

OTHER

\$ 23,700

\$ 2,633

\$ 26,333

\$

7.

NAME, TITLE, ADDRESS OF
OFFICIAL AUTHORIZED TO
SIGN FOR APPLICANT AGENCY:

John R. Vera, Director
20 Cottonwood Street
Woodland, CA 95695

8. PAYEE (Specify to Whom Checks should
be Mailed; Name, Title, Address):

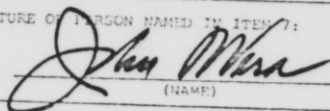
County of Yolo
P. O. Box 531
Woodland, CA 95695

Attn: Burr Shafer
Staff Services Manager

9.

TERMS AND CONDITIONS: It is understood and agreed by the undersigned that:
1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.

10. SIGNATURE OF PERSON NAMED IN ITEM 7:


(NAME)

October 31, 1978

(DATE)

SECTION II. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

County of Yolo, Department of Social Services

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from

Area 4 Agency on Aging

, a recipient of Federal financial

(Name of Area Agency)

assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

Micro Fiched

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated: October 31, 1978

COUNTY OF YOLO

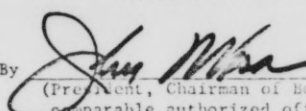
(Recipient of Award)

20 Cottonwood Street

Woodland, CA 95695

(Recipient's mailing address)

By


(President, Chairman of Board, or
comparable authorized official)

Title Director

III. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under Title III of the Older Americans Act of 1965, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The County of Yolo, Department of Social Services understands and agrees that the (applicant agency)

following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application. Micro Fiched
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified elder persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be comingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA. Micro Fiched
12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency, audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.
13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 4). Iso, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.
14. Receipt of Title III funding for vehicle procurement will be acknowledged by the display of the A4AA designation on the side and rear of such vehicle. Decals for this purpose will be provided by A4AA.

50. ROLE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES United Community Fund to Mexican American Concilio of Yolo County SUB-TOTAL	\$ 750 \$ 750
B. IN-KIND RESOURCES Mexican American Concilio Match (in kind) SUB-TOTAL TOTAL	\$ 1,883 \$ 1,883 \$ 2,633

Micro Fiched

ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly 1400
2. Unduplicated number of older low income persons to be served 800
3. Unduplicated number of older volunteers to serve project 5-10
4. Unduplicated number of older persons to be reached through mass media 8,000
5. Geographic area (Target Area) to be served Yolo County
6. Will project serve Target Area? yes X no
7. Service to be provided through: Senior Center Day Care Center
Other X

8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black	16
Native American	6
Mexican American	830
Oriental	3
All others: Specify	555

9. If more than one service or activity is proposed please list below

of
older
persons
served

1400

Micro Fiched

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS:

1. Social Security Administration (S.S.I. Program)
2. State of Calif. Employment Development Dept.
3. Yolo County Depts. of Health and Welfare
4. Woodland Volunteer Bureau (Emergency Food Program)
5. United Community Fund
6. Area 4 Advisory Council
7. Yolo County Commission on Aging
8. Sr. Nutrition Program of the Economic Opportunity Commission
9. Dept. of Benefit Payments

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

From: 1/1/79 To: 12/31/79 Service/Program: Special Program for the Aging

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

Micro Fiched

I. BUDGET CATEGORY (1)	TITLE III		Non-Federal Match		Project Income (5)	Total Project Costs (6)
	Adminis- trative Costs (2)	Service Costs (3)	Cash	In-Kind (4)		
a. Personnel	2,502	14,178				16,680
b. Fringe Benefits	672	3,814				4,486
c. Equipment						
d. Consumable Office Supplies				387	50	437
e. Other Consumable Supplies		24			50	74
f. Staff Travel				385		385
g. Other Travel Costs (Identify) Client Escort		900		100		1,000
h. Consultants				343		343
i. Contract Services						
j. Rent of Space	43	593				636
k. Communication and Utilities		974	265			1,239
l. Insurance				53		53
m. Audit						
n. Other Identify Volunteer				1,100		1,100
II. TOTAL PROJECT COSTS	3,217	20,483	750	1,883	100	26,433
III. LESS: PROJECT INCOME (Contributions)						100
IV. PROJECT NET COSTS						26,333
V. LESS: LOCAL NON-FEDERAL PARTICIPATION						2,633
VI. FUNDS REQUESTED FROM TITLE III						23,700

SUMMARY BUDGET FOR PROJECT PERIOD 11/1/79 TO 12/31/79

NAME OF APPLICANT AGENCY: Yolo County Department of Social Services

I. BUDGET CATEGORY	SERVICE PROGRAM COMPONENTS (I&R, Transp., etc.)				TOTAL BUDGET
	I & R	Transportation			
a. Personnel (attach list showing job description & salary rate)	\$ 16,680	\$	\$	\$	\$ 16,680
b. Fringe Benefits	4,486				4,486
c. Equipment (attach list)					
d. Consumable Office Supplies	437				437
e. Other Consumable Supplies	74				74
f. Staff Travel	385				385
g. Other Travel Costs (Identify)	100*	900**			1,000
h. Consultants	343				343
i. Contract Services					
j. Rent of Space	636				636
k. Communication & Utilities	1,239				1,239
l. Insurance	53				53
m. Audit					
n. Other - Identify	1,100				1,100
II. TOTAL COSTS	\$ 25,533	\$ 900	\$	\$	\$ 26,433
III. LESS PROJECT INCOME	\$ 100	\$ 0	\$	\$	\$ 100
IV. PROJECT NET COSTS	\$ 25,433	\$ 900	\$	\$	\$ 26,333
V. LESS NON-FEDERAL SHARE	\$ 2,633	\$ 0	\$	\$	\$ 2,633
VI. TITLE III FUNDS REQUESTED	\$ 22,800	\$ 900	\$	\$	\$ 23,700
OTHER RESOURCES	\$	\$	\$	\$	\$

*Client Escort

**Winters Transportation Project

STATEMENT OF OBJECTIVES

YOLO COUNTY DEPARTMENT OF SOCIAL SERVICES

To provide information to 3060 persons and agencies with respect to services available to older people; to link people to services as needed; and follow-up as appropriate.

Information and referral will be provided via a telephone system and a walk-in service on a countywide basis. The office will be staffed by professional I&R workers. A telephone answering service will maintain 24-hour per day availability.

Micro Fiched

A total of 180 trips will be provided to seniors living in the City of Winters for medical appointments and social service agencies in Woodland, Davis and Sacramento.

PERFORMANCE STANDARDS

Performance standards reflect planned levels of activity and individuals to be served throughout the contract period; they represent services to be provided with the resources granted in the contract. The planned activity establishes the basis for assessing the adequacy of actual performance in the program and for determining clearance of payment. Significant variations from planned service delivery should be explained in the monthly progress report, narrative section, with corrective action steps indicated.

Micro Fiched

Performance Criteria	Plan Monthly	Plan Cumulative
<u>Transportation</u>		
1. Planned # of unduplicated individuals to be transported	_____	_____
2. Planned # of door to door trips	_____	_____
<u>Information & Referral</u>		
1. Planned # of information transactions with individuals	225	2700
2. Planned # of information transactions with agencies/organizations	30	360
3. Planned # of information transactions total	255	3060
4. Planned # of referral transactions	50	600
5. Planned # of follow-up transactions	60	720

MASTER AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of Dec., 1978
by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County" and
Yolo County, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of
Supervisors of each county is authorized to establish a maximum amount which the
court may order a county to pay for the support and maintenance for wards or dependent
children;

Micro Fiched

WHEREAS, the counties desire to retain a single consultant to assist, advise, and
coordinate them in formulating proper rates for private and group homes or institu-
tions for the placement of wards or dependent children;

WHEREAS, the purposes of this Agreement are to facilitate the proper determination
of rates for such homes, to promote uniformity of procedures relating to such rates,
to facilitate the convenience and compliance of the operators of such homes in
applying for rates or rate increases, and to avoid duplication of effort on the part
of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor, hereinafter referred to as
("Consultant") to provide to the parties hereto the services enumerated in Exhibit
"A" attached hereto and incorporated herein.

II

County shall provide all necessary equipment, supplies and office space to
Consultant.

III

The total funds expended by County under this Agreement shall not exceed the funds
budgeted according to Exhibit "B" attached hereto and incorporated herein.

FILED

DEC 26 1978

LAURENCE P. HENIGAN, Clerk

By

Deputy

IV

The parties hereto and additional counties signatory to an identical Agreement shall all share in said expenditures based upon the ratio of their respective populations to the total population of the participating counties as indicated on Exhibit "C" attached hereto and incorporated herein.

V

Contractor shall pay to County quarterly, in advance, their pro-rata share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

Micro Fiched

VI

No payment shall be made to Consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This Agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

The term of this Agreement shall commence upon the day first above written and

A F F I D A V I T

I, William Mehrwein, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

DEC 6 1978

Dated: _____

William Mehrwein
WILLIAM MEHRWEIN, Clerk, Board of Supervisors

By

Richard J. Moore
Chairman of the Board of Supervisors
of the County of Alameda, State of
California

"County"

William H. McManis
Chairman, Board of Supervisors
County of Yolo, State of California

"Contractor"

Approved as to form: RICHARD J. MOORE,
County Counsel

By

62
Deputy County Counsel

EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.
2. Assist the counties in the design of the 1979-80 budget questionnaire.
3. Assist the counties in developing a budget submission and review timetable.
4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.
5. Handle all telephone inquiries regarding No. 4, above. Micro Fiched
6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4, above.
7. Review all budgets as they arrive. If budgets are incomplete, follow up with the private vendors to ensure completeness. Review and verify math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.
8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordination and liaison to ensure successful conclusion of the negotiation process.
9. Schedule appeal hearings between vendor and appeal team.
10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.
11. Prepare final list of approved rates and distribute to all participating counties by June 15 of each year.
12. Notify all vendors in writing of agreed rate.
13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel, and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.
14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"

EXHIBIT "B"

BAPC Coordinator Budget
1978-79

PERSONNEL SERVICES

Director	\$11,327
Administrative Assistant	8,844
Secretary/Clerk	5,514
Payroll Tax	<u>1,553</u>

Total Personnel Services	\$27,238
--------------------------	----------

Micro Fiched

TRAVEL

Mileage	\$ 930
Meals, Parking, Lodging	<u>465</u>

Total Travel	\$ 1,395
--------------	----------

SUPPLIES & OPERATING EXPENSE

Office Supplies, Postage, etc.	\$ 1,000
Telephone & Telegraph	1,000
Copier Rental	300
Equipment Maintenance	40
Printing	<u>900</u>

Total Supplies & Operating Expense	\$ 3,240
------------------------------------	----------

GRAND TOTAL	<u>\$31,873</u>
-------------	-----------------

EXHIBIT "C"

<u>County</u>	<u>Population</u>	<u>Costs</u>	
Alameda	1,101,400	\$ 4,683	
Contra Costa	611,800	2,601	
El Dorado	67,900	288	
Fresno	471,200	2,003	
Marin	223,800	952	
Mendocino	60,700	258	
Merced	122,600	521	
Monterey	275,100	1,170	
Napa	91,800	389	
Sacramento	721,800	3,069	
San Francisco	654,600	2,783	Micro Fiched
San Joaquin	307,300	1,307	
San Mateo	588,600	2,502	
Santa Clara	1,219,000	5,183	
Santa Cruz	169,300	720	
Stanislaus	239,100	1,017	
Solano	201,000	855	
Sonoma	263,100	1,119	
Yolo	106,500	453	
 TOTAL	 7,496,600	 \$31,873	

EXHIBIT "D"

CONSULTANT AGREEMENT

1. Parties. Effective this _____ day of _____ 1978, the COUNTY OF ALAMEDA, hereinafter referred to as "County", and _____, hereinafter referred to as "Consultant", mutually agree as follows:

2. Purpose. The County requires, and the Consultant is specially trained and experienced and competent to perform for all participating counties, the consultant services enumerated in and in accordance with the Master Agreement attached hereto, marked Exhibit "A" and by this reference made a part hereof.

3. Services. The Consultant shall render these services at the times and places specified by the Chief Probation Officer of Alameda County. **Micro Ficher**

4. Payment for Services. Consultant shall be paid for his services not more than the amounts allowed for personnel services and travel detailed in the budget of the Master Agreement.

Consultant shall submit to the Chief Probation Officer of Alameda County not less than monthly, a statement in a form approved by said Chief Probation Officer indicating in detail services performed under this Agreement and the dates and hours thereof.

Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.

5. Term. This Agreement commences on the date first above written and shall terminate June 30, 1979 and it may be cancelled by mutual consent or by either party giving five working days' advance written notice thereof to the other.

6. Status. The Consultant is an independent contractor and is not to be considered an employee of County or of the participating counties.

EXHIBIT "D"

7. Indemnification. Consultant shall defend, save, indemnify and hold harmless the County, and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder,

COUNTY OF ALAMEDA

Micro Fiched

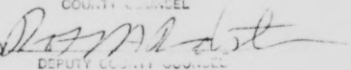
By _____

Chairman of the Board of
Supervisors of the County of
Alameda, State of California
"County"

"Consultant"

APPROVED AS TO FORM

CHARLES D. SNICK
COUNTY COUNSEL

By 

DEPUTY COUNTY COUNSEL

EXHIBIT "D"

Page 2

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor _____, Seconded by Supervisor _____,
and approved by the following vote,

Ayes: Supervisors _____

Noes: Supervisors _____

Excused or Absent: Supervisors _____

THE FOLLOWING RESOLUTION WAS ADOPTED:

NUMBER 180891

EXECUTE AGREEMENT

BE IT RESOLVED that Charles Santana, Chairman of the Board of Supervisors of the County of Alameda, be and he is hereby authorized and directed to execute on behalf of the County of Alameda that certain agreement by and between the County of Alameda and YOLO COUNTY, providing for Yolo County to share in the cost of consultant agreement with Alameda County and Hrayr Terzian to provide for the coordination and facilitation of rates for private and group homes and institutions, for the period ending June 30, 1979. Micro Fiched

ljn

RESOLVED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, CALIFORNIA, DO HEREBY ADOPT THE FOLLOWING RESOLUTION:
ATTEST:
WILLIAM M. HIRWIN, CLERK OF THE BOARD OF SUPERVISORS
BY: *[Signature]*

MODIFICATION FORM

AGREEMENT NO. 79-336

REQUEST FOR PROGRAM MODIFICATION

DATE

E. Yolo Community Services Project #148

December 1, 1978

Title: VI Projects

Modification Number

Contract Number

Program: Development of Neighborhood Parks

First (1)

78-282

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 5,725☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to extend the timeline of the project and provide the funds necessary to pay participants for one (1) additional month. This is necessary due to the new timeline for the Title VI Projects RFP, which would cause a one month gap in the project should this modification not occur.

FILED

JAN 24 1979 Micro Fiched

PETER MCNAMEE, Clerk

By Peter McNamee
Deputy

MODIFICATION

To extend the contract period for one month - January 1 to January 31, 1979.

To increase salary and fringe benefits to participants by \$5,725 for the one month's extension.

\$23,007

New grand total and fixed price

Signature Peter McNamee Date 1/02/79Signature Peter McNamee

Date 12-26-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ DisapprovedSignature Peter McNamee

Date 12-26-78

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer Peter McNamee Date* DEC 26 1978
Effective date of modification

POSITION LISTINGTITLE VI-PROJECTS

EAST YOLO COMMUNITY SERVICE DISTRICT

Micro Fiched

<u>Positions</u>	Salary 1-1-79 to	Benefits 1-31-79	<u>Total</u>
One Groundswoker I	\$ 776	\$ 349	\$ 1125
One Groundswoker I	816	359	1175
One Groundswoker I	776	349	1125
One Groundswoker I	816	359	1175
<u>One</u> Groundswoker I	<u>776</u>	<u>349</u>	<u>1125</u>
Five	Total \$ <u>3960</u>	\$ <u>1765</u>	\$ <u>5725</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

EDD Reg # 7000084
Amend # 1

AGREEMENT NO. 78-387

REQUEST FOR PROGRAM MODIFICATION

State CETA Office - Project #63

DATE

December 1, 1978

Title: VI Projects

Modification Number

Contract Number

Program: Personnel Services Delivery System

First (1)

78-279

Changes herein will have the following effect on federal government funds in this contract

☐

Unchanged

☒

Increased by \$ 2,984

☐

Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to extend the timeline of the project and provide the funds necessary to pay participants for one (1) additional month. This is necessary due to the new timeline for the Title VI Projects RFP, which would cause a one month gap in the project should this modification not occur.

FILED

JAN 31 1979

Micro Fiched

PETER MCNAMEE, Clerk

By Debra E. Daley
Deputy

MODIFICATION

To extend the contract period for one month - January 1 to January 31, 1979,

To increase salary and fringe benefits to participants by \$2,984 for the one month's extension.

\$13,163

New grand total and fixed price

Signature of program operator

JAN 15 1979

Date

Signature

Date

12-28-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Date

12-26-78

☐

Request for modification denied

☐

Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

Date

DEC 26 1978

Effective date of modification

POSITION LISTINGTITLE VIPROJECTS

CETA Office (for State of California)

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 1-31-79</u>	<u>Benefits</u> <u>1-1-79 to 1-31-79</u>	Micro Fiched <u>Total</u>
<u>One</u>	Staff Service Analyst	\$ 833	\$ 135	\$ 968
<u>One</u>	Staff Service Analyst	833	175	1008
<u>One</u>	Staff Service Analyst	<u>833</u>	<u>175</u>	<u>1008</u>
Three	Total	<u><u>\$ 2499</u></u>	<u><u>\$ 485</u></u>	<u><u>\$2984</u></u>

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT NO. 78-388

REQUEST FOR PROGRAM MODIFICATION
City of Woodland - Project #60DATE
December 1, 1978

Title: VI Projects

Modification Number

Contract Number

Program: Public Fire Safety Education Program

First (1)

78-281

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 2,749☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The intent of this modification is to extend the timeline of the project and provide the funds necessary to pay participants for one (1) additional month. This is necessary due to the new timeline for the Title VI Projects RFP, which would cause a one month gap in the project should this modification not occur.

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By *Debra E. Kelly*
Deputy

MODIFICATION

To extend the contract period for one month - January 1 to January 31, 1979.

To increase salary and fringe benefits to participants by \$2,749 for the one month's extension.

\$10,612

New grand total and fixed price

Signature of program operator *Thos. A. Silson* Date 1/2/79Signature *A. Heston*

Date 12-26-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ DisapprovedSignature *James L. Heston*

Date 12-26-78

☐ Request for modification denied

☒ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged
and in full force and effect.

Signature of Authorized Officer *Debra E. Kelly* Date

DEC 26 1978

Effective date of modification

POSITION LISTINGTITLE VIPROJECTS

CITY OF WOODLAND

Micro Fiched

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 1-31-79</u>	<u>Benefits</u> <u>1-31-79</u>	<u>Total</u>
One	Administrative Aid	\$ 803	\$ 200	\$ 1003
One	Administrative Aid	803	200	1003
One	Typist-Clerk, I	594	149	743
Three	Total	<u>\$ 2200</u>	<u>\$ 549</u>	<u>\$ 2749</u>

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

Micro Fiched

AGREEMENT NO. 78-349

REQUEST FOR PROGRAM MODIFICATION

DATE

City of Woodland - Project #59

December 1, 1978

Title: VI Projects

Modification Number

Contract Number

Program: Sanitary House Sewer Service

First (1)

78-280

Changes herein will have the following effect on federal government funds in this contract

☐

Unchanged

☒

Increased by \$ 5,539

☐

Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The intent of this modification is to extend the timeline of the project and provide the funds necessary to pay participants for one (1) additional month. This is necessary due to the new timeline for the Title VI Projects RFP, which would cause a one month gap in the project should this modification not occur.

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By

Deputy

MODIFICATION

To extend the contract period for one month - January 1, 1979 to January 31, 1979.

To increase salary and fringe benefits to participants by \$5,539 for the one month's extension.

\$22,012

New grand total and fixed price

Signature

Signature of program operator

Date

Date 12-26-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Date

☐ Request for modification denied

Request for modification approved pursuant to the authority of the Governing Board, as hereby modified, all terms and conditions of said contract remain unchanged full force and effect.

Authorized Officer

Date

DEC 26 1978

Effective date of modification

Project #59

POSITION LISTING

TITLE VI

Micro Fiched

PROJECTS

CITY OF WOODLAND

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 1-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Maintenance Worker I	\$ 723	\$ 181	\$ 904
One	Maintenance Worker I	723	181	904
One	Maintenance Worker I	723	181	904
One	Maintenance Worker I	723	181	904
One	Maintenance Worker I	723	181	904
<u>One</u>	Engineering Aid I	<u>815</u>	<u>204</u>	<u>1019</u>
Six	Totals	<u>\$ 4430</u>	<u>\$ 1109</u>	<u>\$ 5539</u>

AGREEMENT No. 78-390

REQUEST FOR PROGRAM MODIFICATION

DATE

Title: III - HIRE II OJT Modification Number Contract Number
 Program: State of California - EDD Woodland 001 78-324

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged ☐ Increased by \$ ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Since the initial contract, Woodland E.D.D. has discovered that they need \$838 to cover the costs of the fiscal part of their HIRE II program. The general intent is to move funds from other administrative cost categories to cover this cost. The distribution of funds among administration, training, and service remains unchanged and service to participants are unaffected.

MODIFICATION

This is a modification of Woodland E.D.D.'s budget which redistributes funds within the administration cost category.

N/A

New grand total and fixed price

Signature of program operator Date

Signature

Date 12-26-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Date 12-26-78

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

X Signature of Authorized Officer Date

DEC 26 1978
 X Effective date of modification

CETA TITLE III OPERATING BUDGET

☐ ORIGINAL

☒ REVISION NO. 001

DATE November 29, 1978

Subgrantee Name and Address:

Contact Person Roger Baldwin

State of California - Woodland EDD

Phone 662-8681

Contract No. 78-324

114 W. Main Street

Period: From 10-1-78 To 9-30-79

Woodland, CA 95695

Program Name HIRE II OJT

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	SERVICES	CEE	VEP	
OCT.		3826						
NOV.		7242						
DEC.		7242						
JAN.		7242						
FEB.		7242						
MAR.		7242						
APR.		7242						
MAY		7242						
JUNE		7242						
JULY		7242						
AUG.		3795						
SEPT.		2229						
TOTAL		75028						

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPLY	
OCT.	347				2600	879		3826
NOV.	323				6047	872		7242
DEC.	323				6047	872		7242
JAN.	323				6047	872		7242
FEB.	323				6047	872		7242
MAR.	323				6047	872		7242
APR.	323				6047	872		7242
MAY	323				6047	872		7242
JUNE	323				6047	872		7242
JULY	323				6047	872		7242
AUG.	323				2600	872		3795
SEPT.	281				1108	840		2229
TOTAL	3858				60731	10439		75028

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

12-26-78
Date

Signature

Date
Signed

Principal Administrative Analyst

12-26-78
Date

OPERATING BUDGET

CONTRACT NO. _____

State of California - EDD Woodland

114 W. Main Street

Woodland, CA 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	257	22	22	22	22
SALARIES & WAGES	1696	142	142	142	142
FRINGE BENEFITS	586	60	49	49	49
FICA	94	8	8	8	8
Workers' Compensation	14	3	1	1	1
Retirement	336	28	28	28	28
Health & Life Insurance	121	11	11	11	11
Unemployment Compensation Ins.	21	10	1	1	1
TRAVEL	349				
Mileage Reimbursement	349	30	30	30	30
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES	838				
Bookkeeping	838	70	70	70	70
Legal					
Program Tech. Assist.					
SPACE COST	31				
Rental of Land & Buildings	31	9	2	2	2
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	37	4	3	3	3
Office Supplies	37				
Cleaning & Janitorial Supplies					
COMMUNICATION COST	59				
Telephone & Telegraph	59	5	5	5	5
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT	5				
Office Equipment	5	5	0	0	0
Office Furniture & Fix.					
TOTAL	3858	347	323	323	323

OPERATING BUDGET

CONTRACT NO. _____

State of California - EDD Woodland

114 W. Main Street

Woodland, CA 95695

FEE	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
22	22	22	22	22	22	22	15
142	142	142	142	142	142	142	134
49	49	49	49	49	49	49	36
8	8	8	8	8	8	8	6
1	1	1	1	1	1	1	1
28	28	28	28	28	28	28	28
11	11	11	11	11	11	11	0
1	1	1	1	1	1	1	1
30	30	30	30	30	30	30	19
70	70	70	70	70	70	70	68
2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3
5	5	5	5	5	5	5	4
0	0	0	0	0	0	0	0
323	323	323	323	323	323	323	281

OPERATING BUDGET

CONTRACT NO. _____

_____'S NAME AND ADDRESS

State of California - EDD Woodland

114 W. Main Street

Woodland, CA 95695

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A. &					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost	60731	2600	6047	6047	6047
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits	6854	572	572	572	572
Staff Travel	2055	172	172	172	172
Special Program Tech. Assist.	1067	89	89	89	89
Space Cost					
Supplies	108	9	9	9	9
Telephone	130	11	11	11	11
Transportation	206	18	18	18	18
Child Care					
Medical Assist.					
Ent Assist.					
onding Assist.					
ental Equipment					
Office Equipment	19	1	1	1	1
icl. Services Cost					
NON-ADMINISTRATIVE COST	71170	3479	6919	6919	6919
STRATIVE COST	3858	347	323	323	323
ON-THE-JOB TRAINING	75028	3826	7242	7242	7242

10439
3858
7425.7

Woodland, CA 95695

TRACT NO.

[illegible]

Woodland, CA 95695

Period From 10-1-78 To 9-30-79

Title/Subtitle HIRE II OJT

[illegible]

!_probanden 8: 100

POSITION/TITLE	MONTHLY SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE COSTS				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Employment Development Officer -II	716	100%	12	8590	-	8590	1696	6854					
TOTAL				8590		8590	1696	6854					

Woodland, CA 95695

Period From 10-1-78 To 9-30-79

Συνολικά 8.161

Contract No. 78-324

[illegible]

YOLO COUNTY AGREEMENT NO. 78-390-A

FILED

AGREEMENT BETWEEN

YOLO COUNTY MENTAL HEALTH SERVICES

As Service Provider

and

FEB-5 1979

PETER McNAMEE, Clerk COMMUNITY SERVICES PLANNING COUNCIL, INC./

By Debra C. Bailey AREA 4 AGENCY ON AGING (hereinafter referred to as AAA)
Deputy Upstairs at 1832 Tribute Road
Sacramento, California 95815

Micro Fiched

- A. Name and principal address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
YOLO COUNTY MENTAL HEALTH SERVICES, Catherine Mozden, Project Director
213 W. Beamer St., Woodland, CA 95695 916/666-8363
- B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965, applies to this application.
- C. Maximum total funds available for this project: \$ 12,900.
- D. Beginning date January 1, 1979 and ending date December 31, 1979 of this agreement.
- E. No expenditures whatsoever may be made after the following date:
December 31, 1979.
- F. Addresses of Project Sites:
1. _____
 2. _____
 3. _____
- G. Service Provider's Application Number and Program Title: 180-4
SENIOR CITIZENS HEALTH OUTREACH/SOCIALIZATION PROJECT
- H. Name of Insurance Carrier: Walker & Co., 800 W. 6th St., Los Angeles, CA 90017
Description of Policy: Comprehensive Liability including Malpractice
Limits of Policy: \$1,000,000+
Effective Dates of Policy: January, 1976 until cancelled
Name and Address of Agent: Walker & Co., 800 W. 6th St., Los Angeles, CA 90017

I.. SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

micro filmed b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as offices, employees or agents of the State of California or the A4AA.

1. SERVICE PROVIDER shall make the service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

Micro Fiched

b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets:

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as offices, employees or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that it has procured the required insurance.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit monthly reports of expenditures made to the A4AA by the 5th working day of the following month. Reports shall be submitted on forms provided by A4AA.

Micro Fiched

9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

- M. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between two (2) parties hereto, shall be binding on any of the parties hereto.
- N. ALL conditions applicable to the master contract between the Community Services Planning Council, Inc. and the State of California, Department of Aging for calendar year 1979 shall cover this contract.
- O. SERVICE PROVIDER shall insure confidentiality of its records. This is to include, but is not limited to, confidentiality of the identity of the individuals who receive services, i.e., SERVICE PROVIDER is to insure that the identity of the persons who receive services is not revealed or made accessible to anyone other than employees or others under the direct supervision of the Service Provider and whose job responsibility requires access to this information. This limitation does not apply to employees of HEW, AoA, CDA, or A4AA or their designees.
- P. Implementation of this contract in whole or in part is contingent upon the approval by the California Department of Aging of the CSPC/A4AA Area Plan for CY1979 and related spending authority. In the absence of such approval and authorization, CSPC/A4AA and the SERVICE PROVIDER are relieved of all obligations contained herein.

Micro Fiched

FOR COMMUNITY SERVICES PLANNING COUNCIL, INC.

James S. Hill
Executive Director

1-16-79

Date

FOR SERVICE PROVIDER

Arthur H. Edwards
Chairman, Board of Supervisors

12-26-78

Date

FOR AREA 4 AGENCY ON AGING

Deanna Lee
Director

1-16-79

Date

APPROVED AS TO FORM

CHARLES R. MARK
COUNTY COUNSEL

By *[Signature]*
DEPUTY COUNTY COUNSEL

ATTACHMENTS TO THIS AGREEMENT:

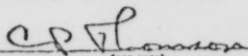
- A. Grant application including forms 4-13, 4-14, 4-15, 4-16, Articles of Agreement, and Assurance of Compliance.
- B. Performance Standards dated DEC 11 1978
- C. ~~Information and Referral Standards (IsR contracts only)~~ *CP*

DF

APPLICATION FOR PROJECT AWARD UNDER TITLE III OF THE OLDER AMERICANS ACT

PART I - FACE SHEET

Micro Fiched

1. TITLE OF PROJECT: Senior Citizens Health Outreach/Socialization Project				
2.A. TYPE OF APPLICATION:		B. DATES OF PROJECT PERIOD		FROM Jan. 1, 1979
☐ New ☐ Revision ☒ Continuation ☐ Supplement				THROUGH Dec. 31, 1979
3. APPLICANT AGENCY (Name, Street, City, State, Zip, Telephone): Yolo County Mental Health Services 213 W. Beamer Street Woodland, California 95695 916/666-8363		4. PROJECT DIRECTOR (Name, Title, Street, City, State, Zip, Telephone): Catherine A. Mozden, M.H.N., B.S. Older Adult Program 213 W. Beamer, Street Woodland, California 95695 916/666-8363		
5. TYPE OF AGENCY: ☒ Public Agency ☐ Private Non-Profit ☐ Private For Profit				
6. PROPOSED OPERATING BUDGET FOR PROJECT PERIOD:		TITLE III \$ 12,900	NON-FEDERAL MATCH \$ 2,846	TOTAL \$15,746
				OTHER \$ 20
7. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY: Captane P. Thomson, M.D., Program Chief 213 W. Beamer Street Woodland, California 95695		8. PAYEE (Specify to Whom Checks should be Mailed; Name, Title, Address): Treasurer of Yolo County P. O. Box 1007 Woodland, California 95695		
9. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.				
10. SIGNATURE OF PERSON NAMED IN ITEM 7:  (NAME) 10-17-78 (DATE)				

III. AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY UPON SUBMISSION OF PROPOSAL

The applicant agency submits this application for contract award under Title III of the Older Americans Act of 1965, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The Yolo County Mental Health Services understands and agrees that the (applicant agency)

following provisions are part of the official application and as such become binding upon the conduct of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified older persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

Micro Fiches

8. Agrees to cooperate and assist in efforts undertaken by CSPC/M4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/M4AA and in such form and containing such information as may be required by CSPC/M4AA.
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all money received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be commingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/M4AA.
12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a government agency, audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/M4AA within 30 days after termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/M4AA within 30 days after the termination of the contract. Audit costs will be included in the total project costs reflected on the enclosed budget.
13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached (page 4). Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these or any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.
14. Receipt of Title III funding for vehicle procurement will be acknowledged by the display of the M4AA designation on the side and rear of such vehicle. Decals for this purpose will be provided by M4AA.

Micro Fiched

SECTION II. ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Yolo County Mental Health Services

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from

Area 4 Agency on Aging

, a recipient of Federal financial

(Name of Area Agency)

assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Micro Fiched

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

Dated: January 9, 1979

County of Yolo

(Recipient of Award)

Yolo County Mental Health Services

By [Signature]

(President, Chairman of Board, or comparable authorized official)

c/o Captane P. Thomson, M.D., Program Chief
213 W. Heamer Street
Woodland, California 95695

(Recipient's mailing address)

Title Chairman, Yolo County Board of
Supervisors

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENT

Senior Citizens Health Out-

From: 1 January 79 To: 31 December 79 Service/Program: Socialization Project

NAME OF APPLICANT AGENCY: Yolo County Mental Health Services

Micro Fiched

I. BUDGET CATEGORY (1)	TITLE III		Non-Federal Match		Project Income (5)	Total Project Costs (6)
	Adminis- trative Costs (2)	Service Costs (3)	Cash (4)	In-Kind (4)		
a. Personnel	1,935	8,440		855		11,230
b. Fringe Benefits		2,525	1,091			3,616
c. Equipment						
d. Consumable Office Supplies						
e. Other Consumable Supplies					20	20
f. Staff Travel			900			900
g. Other Travel Costs (Identify)						
h. Consultants						
i. Contract Services						
j. Rent of Space						
k. Communication and Utilities						
l. Insurance						
m. Audit						
n. Other Identify						
II. TOTAL PROJECT COSTS	1,935	10,965	1,991	855	20	15,746
III. LESS: PROJECT INCOME (Contributions)						20
IV. PROJECT NET COSTS						15,746
V. LESS: LOCAL NON-FEDERAL PARTICIPATION						2,846
VI. FUNDS REQUESTED FROM TITLE III						12,900

SCHEDULE OF NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
A. CASH RESOURCES	
1. Fringe Benefits for Mental Health Nurse I	\$ 768
2. Travel Expenses for Mental Health Nurse I	900
3. Mental Health Nurse II (Project Director)	323
SUB-TOTAL	\$ 1,991
B. IN-KIND RESOURCES	
Volunteer Staff (Recreation Worker @ \$5.00/hr - 17 hours)	\$ 855
SUB-TOTAL	\$ 855
TOTAL	\$ 2,846

micro Fiched

CST

IV. PROJECT NARRATIVE - ADDENDUM

2. Proposed Service/Program Objectives

A. Outreach

In addition to the other assignments of the MHN II, she performs outreach home visits to the elderly in primarily the East and Central sections of the county, i.e., Woodland, Davis, Broderick.

- i. Estimated total number of older adults served - unduplicated count - 140
- ii. Estimated units of service - 360 home visits Micro Fiched
- iii. Anticipated impact.

In order for our visits to have a significant impact on the client, often two or more visits are required, particularly when the need is beyond simply imparting resource information to the client. Some problems identified as needing more than one contact are: bereavement counseling, crisis intervention, mental health status, liaison between client and service providers, ongoing assessments.

- B. Implementation of service will be immediate as the program is ongoing at present.

- C. Low income and minority individual recruitment.

We have found that we receive very limited numbers of referrals for minority seniors. For this reason, we will plan to work more closely with the Mexican-American Concilio I & R staff here in Yolo County. Low income referrals come frequently from family members and from the Social Service agencies and senior centers.

- D. The mechanism to be employed for assessing the needs of participants has been stated previously in our Grant Proposal.

- E. Same as above.

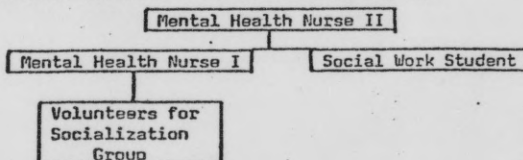
donations are purely voluntary by the participants in the group. The funds will be kept in a locked box and a ledger kept to record any transactions. The funds will be used to assist in acquiring food and craft materials for the Socialization Group.

3. Administration of Project

A. Staffing

- i. There will be primarily two staff involved in carrying out the objectives of this project. The program will be supervised by the Mental Health Nurse II now involved with the project. The Mental Health Nurse I will be responsible for the West Yolo outreach effort and the socialization group.

ii.



iii. See attachment.

- iv. There are currently no plans to employ elderly and minority individuals in paid positions in this program.

B. Volunteers

Volunteers are a valuable part of our Socialization Group. Currently, we have four volunteers, one who is our Social Work Student working with the group; two, each session. One of the volunteers is an older adult. Therefore, we have a total of eight volunteer hours per week.

C. Training

The Mental Health Nurse I responsible for the expanded outreach and socialization group will be trained by the Mental Health Nurse II and will receive supervision ongoing from her, as well. Both the Mental Health Nurse I and Mental Health Nurse II will attend workshops/seminars applicable to the goals of the grant.

- The volunteers will receive training by the Mental Health Nurse II supervising the program as well as the Mental Health Nurse I who will be working with them in the Socialization Group. Their training will cover the following:

- i. Working with the elderly
- ii. Speaking with confused persons
- iii. Reality orientation training
- iv. Basic teaching methods for those involved in teaching crafts.

D. Financial Management

- i. The Yolo County Treasurer will maintain records of funds and use of funds of the A4AA grant. The Treasurer will disperse the monies to pay the salary, benefits and transportation costs of the Mental Health Nurse I. There are no subcontracts proposed.

Micro Fiched

PROJECT NARRATIVE

1. Project Background:

A. Yolo County has a population of 100,686 people (1975 census). Of this, approximately 11,000 are elderly (over 60). The highest concentrations of older adults live in the East Yolo area, encompassing Broderick, Bryte and West Sacramento. We have significant numbers of low-income and minority elderly in Yolo County. The majority of the low-income and minority elderly reside in the rural areas of Esparto, Winters, Broderick and Bryte. Fifteen to nineteen percent of the Woodland and Knights Landing elderly are below the poverty level. Twenty to twenty-five percent are below poverty level in the East Yolo, Esparto and Winters areas.

Micro Fiched

B. Health care has been determined by our own project data, community input, and A4AA as a priority service need of seniors in Yolo County. Over twenty percent of seniors in our area are low income (especially in the Esparto, Winters, Broderick and Bryte areas). Many of our elderly are living in socially and economically impoverished environments. Due to the above factors and other variables, more than ten percent of all seniors suffer from either depression or other chronic, physically/emotionally disabling conditions.

2. Proposed Service/Program Objectives: (to be carried out by 3/4-time nurse)

A. Objectives

i. Outreach

- a. Through outreach visits, locate 200 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers. The nurse will emphasize visits in the west and north areas of the county.
- b. Estimate 450 home visits during grant year.
- c. This service program will provide a mechanism for a coordinated comprehensive evaluation and referral system for older persons to health providers.

ii. Socialization Group

- a. Twenty to twenty-five persons will be identified who would benefit from a socialization/supervision activity group meeting in Woodland two half days per week.
- b. Ninety group meetings through the year.
- c. Increase socialization skills among members.
Restore sense of community.
Improve interpersonal relationships with spouse, children.
Increase gross and fine motor skills, memory.
Improve health awareness.

B. Time Schedule

The Outreach Service and Socialization Groups are ongoing programs now. There are currently ten persons being provided service through the Socialization Group. The Project Nurse makes outreach home visits totalling approximately thirty each month, fifteen of which are new clients. Many of these persons continue to be on the case load and will be provided service during the next year.

C. Recruitment of Low Income and Minority

Continue with present efforts to work closely with the Welfare Department for low-income referrals. Outreach visits to low-income housing for elderly apartment complexes. Outreach to known low-income areas throughout the county.

Will maintain contact with the Mexican/American Concilio I & R Center to encourage referrals of the minority elderly.

Micro Fiched

D. Mechanism to assess needs of participants

The nurse will make at least one in-home contact. She will perform an assessment of the mental, physical, social needs of participant. Her contacts will be primarily one-to-one though other family members may also be involved. The types of testing she would use would involve blood pressure screening; testing for reality orientation; mental status examination; the face-hand test (assists in determining CBS); a medical history including chronic, debilitating conditions; the living situation; the individual's ability to perform ADL.

E. I & R Coordination

Referrals are both sent to and received from the I & R Centers throughout the county. This coordination will continue and expand through the next year.

F. Facility Description

The socialization group component will be based in Woodland. The site will be the Senior Center. There is a room available there which is adequate for the needs of the group. Very little equipment will be needed. Essentially arts and crafts supplies only. There are no architectural barriers which would prohibit use of the building by seniors.

G. Assessibility of Facility

The first section or outreach visits portion of the grant does not involve use of a facility.

- i. The socialization group service will be provided Tuesday and Thursday afternoons.
- ii. Public transportation via Woodland Community Care Car
- iii. Participants will be transported by the Mental Health Services van or private car.

H. Use of Income

A donation box has been set up in the Socialization Group site. These

- ii. Reference Exhibit B of the A4AA's Manual for Procedures for audits of subgrantee contractors. The Socialization Group will use a Recreation Worker classification for their volunteers which provides a \$5 per hour rate for such work.

4. Relationship of the Project to Other Programs

A. Involvement of Other Community Agencies in Planning

The staff at the Davis Senior Citizens Center assisted with the preparation of both the original grant application two years ago and in the planned expansion of this project. The Yolo County Commission on Aging has been involved with the planning from the beginning.

B. Financial Support Beyond Project Period

Micro Fiched

We anticipate that the goals of this Project can be achieved in one year. Therefore, the expanded outreach effort will be maintained for that length of time. The Socialization Group at the end of that year will be incorporated into the Mental Health Services Older Adult Program.

C. Elements Not Funded by Grant

The Mental Health Nurse II who will be supervising this project is financed through Yolo County Mental Health Services. Cost of secretarial work and use of the van will also be carried by Mental Health Services. The assistance of our accounting section in developing the budget is also not covered by the Project cost.

5. Background on Applicant Agency

A. Mission of applicant agency

See attachments

B. Organizational structure

See attachments

C. Agency's qualifications

See attachments

D. Description of staff

i. See attachments

- ii. Advisory participation in the agency consists of the Mental Health Advisory Board. This body is comprised of non-agency professionals, consumers, and community people. It meets once per month in its advisory capacity to assist Mental Health Services in developing and improving programs. Specific to this Project is the advisory status of the Yolo County Commission on Aging.

6. Project Monitoring

We plan to monitor the Project by the following methods:

- i. Charting will be done on every outreach contact.
- ii. Participants in the Socialization Group will have a monthly chart note as to their progress. A Nursing Care Plan is also developed for each Group client.

- iii. Data is kept on the number of outreach visits per month made by the Project Mental Health Nurse.
- iv. Weekly contact of the Project Director with the Mental Health Nurse I to discuss the progress of the Project.
- v. With our new data system in Mental Health Services, we are able to compile pertinent information on all service units to elderly persons.

Micro Fiched

7. Subcontracts

Not applicable.

8. Community Participation

A. Involvement of potential participants in planning process.

The needs of potential participants were gathered during outreach home visits by the Project Public Health Nurse over the past two years. This led to the decision to form a socialization group in the Woodland area, if possible.

B. Letters of understanding from potential subcontractors

Not applicable

STATEMENT OF OBJECTIVES

YOLO COUNTY MENTAL HEALTH SERVICES

Through outreach visits to 200 isolated elderly persons, assess their health needs and make appropriate referrals to community health providers. A total of 450 visits will be made with an emphasis on the West and North areas of Yolo County.

Micro Fiched

To continue conducting a socialization for 20 to 25 seniors identified as in need of such services. The group will meet twice weekly in Woodland in half day sessions. Ninety (90) meetings will be held during the year.

A three-quarter time Mental Health Nurse will make the home visits. She will conduct the socialization group with the aid of volunteers.

Through outreach visits to 140 isolated persons, assess their health needs and make appropriate referrals. A total of 360 visits will be made with an emphasis in the East and Central sections of Yolo County.

A full time Mental Health Nurse II will conduct these home visits and supervise the project nurse.

These objectives will be accomplished by December 31, 1979.

ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly 200
2. Unduplicated number of older low income persons to be served 60
3. Unduplicated number of older volunteers to serve project 2
4. Unduplicated number of older persons to be reached through mass media 1,000
5. Geographic area (Target Area) to be served Yolo County
6. Will project serve Target Area? yes XX no
7. Service to be provided through: Senior Center XX Day Care Center
Other Community Mental Health Center and Home Visits

Micro Fiched

8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black	<u>4</u>
Native American	<u> </u>
Mexican American	<u>40</u>
Oriental	<u> </u>
All others: Specify	<u>150-160</u>
Estimated 17% minority senior citizen participation	<u> </u>

9. If more than one service or activity is proposed please list below	# of older persons served
Socialization Activities 1. Occupational Therapy 2. Medical/Nursing Supervision 3. Socialization activities 4. Transportation 5. Liaison & Coordination with comm. health providers	25-30
Outreach 1. Outreach home visits to isolated senior citizens	200

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS:

Davis Senior Citizens Center
Broderick Christian Center
Yolo County Public Health Services
Yolo County Welfare Department
Yolo County Economic Opportunity Commission
Mexican American Concilio - I & R Center

FILED

DEC 26 1978

LAURENCE P. HENIGAN, Clerk

By Pat. E. Fiched
Deputy

AGREEMENT NO. 78-391

(Agreement for Court Investigator Services)

THIS AGREEMENT ENTERED this 26th day of December, 1978, by and between the COUNTY OF YOLO, hereinafter called COUNTY and RICHARD GREGG, Attorney at Law, hereinafter called INVESTIGATOR.

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. California Statutes of 1976, Chapter 1357, effective July 1, 1977, requires court appointment of a court investigator to personally interview proposed wards and/or conservatees of specifically enumerated guardianships and conservatorships. (Probate Code Section 1461.1.)

2. Said court investigator is required to be "a person trained in law who is an officer or special appointee of the court with no personal or other beneficial interest in the proceedings".

3. INVESTIGATORY is an attorney at law, and is familiar with the aforesaid provision of the California Probate Code, and is willing and able to provide said services.

AGREEMENTS:

1. COUNTY agrees to engage INVESTIGATOR and INVESTIGATOR agrees to provide all court investigator services required to be provided pursuant to California Statutes 1976, Chapter 1357, including but not limited to:

- A. Personal interviews with proposed wards and conservatees.
- B. Drafting the investigation results in a form suitable

for filing in the records of Yolo County Probate Court.

C. Making himself available upon request of the Probate Court Judge to discuss said investigations.

D. Performing any and all other services required to be performed.

Micro Fiched

2. Compensation: In and for sole consideration of the above referenced services, COUNTY agrees to pay INVESTIGATOR from January 1, 1979, through June 30, 1980, the sum of Fifty Dollars (\$50.00) per case assigned, which fee will include any and all mileage and other incidental expenses.

3. Term: The term of this agreement shall be from January 1, 1979 through June 30, 1980, inclusive.

4. INVESTIGATOR is and at all times during the performance of this Agreement shall be construed to be an independent contractor, and not an officer, employee or agent of COUNTY.

5. Cancellation: This agreement may be terminated by either party upon thirty (30) days' written notice in writing.

IN WITNESS WHEREOF, the parties fix their hand this 26th day of December, 1978.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pat E. Lucas
DEPUTY

(SEAL)

Richard Gregg
RICHARD GREGG, Esq.

Nonfinancial Agreement Signature Sheet

Under the
Comprehensive Employment and Training Act, of 1973
(P.L. 93-203, Section 112)

AGREEMENT NO. 78-392

Micro Fiched

1. Prime sponsor:

County Of Yolo
Manpower Administration
Room 102, County Courthouse
Woodland, California 95695

2. Nonfinancial agreement number

7	9	0	3	8	5	7	9	9	9	8	5	9	9	0
Modification number <u>ONE</u>														

State Board of Education
California State Department of Education
721 Capitol Mall
Sacramento, CA 95814

3. Contact person: Cathie Wicks

Manpower Planning Coordinator 666-8374

Title Phone number

4. Period covered by agreement:

10-1-78 through 9-30-79

5. Agreement:

Pursuant to Section 112(c) of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203), this agreement is entered into by the State Board of Education and (name of prime sponsor) YOLO COUNTY MANPOWER ADMINISTRATION

This agreement consists of this sheet, the program planning and budget information summaries, and the program narrative.

As per this agreement the California State Board of Education is committed to provide for the prime sponsor the needed vocational education services and training outlined in the program narrative. The training and services will be provided upon receipt of funds from the Governor.

6. Estimated costs of training and services by cost category:

Cost category	Code	Estimated costs		
		Prior	Modification (+ or -)	New
Administration	306	0	.	0
Training	307	45,391		45,391
Allowances	308	0		0
Services	309	0		0
TOTAL		45,391	0	45,391

7. Approval by prime sponsor

Signature:

LAURENCE P. HENIGAN, Clerk

Name and title: COUNTY CLERK, STATE OF CALIFORNIA

Date:

DEC 26 1978

8. Approval by State Board of Education

Signature:

Name and title: Asst State Director

Date:

1-4-79

Instructions for Completing Nonfinancial
Agreement Signature Sheet

1. *Prime sponsor*: Enter the name and address of the prime sponsor in whose area the training and services will be provided. Micro Fiched
2. *Nonfinancial agreement number*: Enter the CETA vocational education nonfinancial agreement number provided by the vocational education regional office. This number will not change during the life of the agreement.
Modification number: Leave this space blank for an initial agreement. Assign numbers in consecutive order if this is a modification.
3. *Contact person*: Enter the name, title, and telephone number of the person designated by the prime sponsor to negotiate the nonfinancial agreement.
4. *Period covered by nonfinancial agreement*:
 - a. On modifications, enter the original starting date and the modified ending date of the period covered by the nonfinancial agreement.
 - b. On new nonfinancial agreement, enter the starting date and ending date.
5. *Agreement*: Enter the full name of the prime sponsor.
6. *Estimated costs of training and services by cost category*: Enter the estimated amount of vocational education funds, from the Governor's special grant, that will be spent for the listed cost categories. (For more information, see "Allowable Federal Costs" in the CETA rules and regulations in the *Federal Register*; and existing state policy document.)
 - a. When using this form for original nonfinancial agreements, enter amounts in third column ("New") only.
 - b. When using this form for modifications to an original nonfinancial agreement, enter prior approved amounts in the first column ("Prior"), amounts of modification or change (+ or -) in the second column ("Modification"), and the totals of columns one and two in the third column ("New").
7. *Approval by prime sponsor*: If the person completing this section is other than the mayor or chairperson of the board of supervisors, attach a letter of authorization.
8. *Approval by State Board of Education*: Complete as indicated.

Distribution by Department of Education

Original - Vocational Education Support Unit/Manpower Education Unit

*Original - Prime sponsor

Copy (1) - Manpower education regional office (approved copy)

Copy (1) - Manpower education regional office (review copy)

Copy (2) - CETAO

Copy (1) - Department of Labor

Copy (1) - Work and correction copy for central office files

*If a prime sponsor needs additional copies, the number needed should be submitted in addition to those required.

Program Planning and Budget Information Summaries
Special Grant-Vocational Education
 Under the
 Comprehensive Employment Training Act of 1973
 (P.L. 93-203, Section 112)

CETA-VE-2 (7-76)
 2 originals
 5 copies

Prime sponsor: County of YoloContact person: Cathie WicksPhone (916) 666-8374

Nonfinancial agreement number

7	9	0	3	8	5	7	9	9	9	8	5	9	9	0
Modification number <u>ONE</u>														

Micro Fiched

I. Program Planning Summary

Vocational education enrollment transactions	Number of participants, cumulative by quarter, fiscal year-to-date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total enrollments (Sum of A.1 through A.3)	5	22	44	45
1. Participants entering this fiscal year from regular CETA	5	22	44	45
2. Participants entering this fiscal year from outside regular CETA	0	0	0	0
3. Participants carried over from previous fiscal year	0	0	0	0
B. Total terminations (Sum of B.1 through B.4)	1	5	15	45
1. Entered employment	0	<u>4</u> 1	<u>22</u> 1	<u>26</u> 21
2. Other positive terminations	0	0	0	2
3. Transfer to regular CETA	0	<u>4</u> 3	13	<u>17</u>
4. Nonpositive terminations	1	1	1	3
C. End-of-quarter enrollments (planned) (A minus B)	4	17	29	0

II. Budget Summary

Cost categories	Code	Funds available			Planned expenditures, this fiscal year (d)	Estimated unexpended funds, end of fiscal year (e - d) (e)
		Carry-in from previous fiscal year (a)	New funds, current fiscal year (b)	Total (a + b) (c)		
A. Administration	306					
B. Training	307		45,391	45,391		
C. Allowances	308					
D. Services	309					
E. Total			45,391	45,391	45,391	0

III. Cumulative Quarterly Projections of Commitments and Expenditures

Activities	Amount projected, fiscal year to date			
	12/31/ (a)	3/31/ (b)	6/30/ (c)	9/30/ (d)
A. Total vocational education funds committed	<u>8,170</u>	45,391	45,391	45,391
B. Total projected vocational education expenditures (Item B.1 plus item B.2)	8,170	<u>29,229</u>	<u>36,629</u>	45,391
Projected expenditures for classroom training	317	8,170	<u>29,229</u>	<u>36,629</u>
Projected expenditures for services to participants	318	0	0	0

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

A detailed explanation of the following five areas will be developed by the prime sponsor for the expenditure of the Governor's Vocational Education funds available for the prime sponsor's area.

- Needs and objectives for vocational education training and services activities. Micro Fiched
- Vocational education training and services activities to be provided.
- Results and/or benefits expected from the vocational education training and services activities.
- Linkages provided by the prime sponsor, sub-grantee or other agencies with the program training and services activities.
- Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

The spaces provided should be adequate to provide the basic information required. Extra pages may be added if necessary to complete the information.

1.1 How was the need for vocational education training and/or services established?

Include evidence that there is reasonable expectation of employment in the occupations for which the participants are to be trained.

Yolo County is characterized by a unique set of unemployment factors which include geographic insolation of rural communities, seasonal employment patterns, a measurable non-English speaking population, a decreasing demand for laborers in agribusiness, due to increased mechanization, of training resources and from those available elsewhere, and deficient local labor and industry information. Specific population groups such as the non-English speaking community, the handicapped, the casual farmworker, displaced homemakers, and the economically disadvantaged have faced chronic unemployment due to lack of employable skills, knowledge, and experience regarding the world of work.

The combination of these factors demonstrate the need for the increased availability of training opportunities for Yolo County's disadvantaged residents.

Evidence that there is a reasonable expectation of employment is determined locally on a continuous basis by the Project M.O.V.E. staff Occupational Information Survey's in the private sector. Additional justification has been determined by:

2. For each recommended or prospective Deliverer of Services, describe the following:

- 2.1 The training activities to be provided by each Deliverer of Services.
2.2 The service activities to be provided by each Deliverer of Services.

Include any Deliverer of Services who will have an activity funded through the Governor's special grant for vocational education.

Micro Fiched

The Governor's Vocational Education funds will provide tuition costs for training activities in Yolo County. The program deliverer will be Project M.O.V.E. which is Yolo County's comprehensive manpower service system. Various training resources will be utilized by Project M.O.V.E. on an individual referral basis. Project M.O.V.E. is sponsored by the Yolo County Office of Education.

Outreach, recruitment, intake, eligibility certification, program monitoring and job development will be provided by Project M.O.V.E. at no expense to this program.

1.1. continued

- 1) Evaluation of past program performance and placement success; and
- 2) Analysis completed for preparation of the Prime Sponsor Agreement.
(Copy available on request).

Micro Fiched

BUDGET SUMMARY OF ALL ACTIVITIES

2.3

Deliverer of Services	Activity	Participants	Admin.	Trng	Allow.	Serv.	Total	Remarks
Project M.O.V.E.	Clerical Skills Training	25		18,454			18,454	Will provide entry-level classroom training for 25 participants in clerical skills.
Various Schools	Individual Referral	20		26,937			26,937	Will provide tuition payments for 20 participants on an individual referral basis.
					Micro Filled			

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

3. The results and benefits expected of each component from the training and services activities including evidence of reasonable expectation of employment.
- 3.1 List the results and/or benefits expected from the vocational training and service activities. Include significant segments to be served, the outcome desired, the level of achievement.

The following program benefits are expected:

Micro Fiched

- Twenty (20) participants will receive classroom training on an individual referral basis;
- Twenty-five (25) participants will receive classroom training in clerical skills, with Project M.O.V.E. as the Deliverer of Services;
- A minimum of eighty percent will be placed in training-related occupations or continue training on an unsubsidized basis;
- A maximum of 10% will be non-positive terminations.

The unique benefit to the disadvantaged community of Yolo County will be realized by the selection goal of enrolling those applicants felt to be most in need of training opportunities.

Appendix I includes significant segments to be served.

NON-FINANCIAL AGREEMENT PROGRAM NARRATIVE

4. Linkages of the special grant/vocational education 5% with training and services activities with the prime sponsor and other subgrantees or agencies (e.g. recruitment, intake, referral, allowance payments, placement, counseling, etc.)

- 4.1 What agency will be responsible for intake and enrollment and how will intake and enrollment be conducted?

Project M.O.V.E.

See Appendix II and III

Micro Fiched

- 4.2 What agency will be responsible for the payment of allowances? (If this activity is funded with special grant/vocational education 5% funds briefly describe the payment system).

Project M.O.V.E.

- 4.3 What agency will be responsible for placements?

Project M.O.V.E.

- 4.4 What agency will be responsible for recording the Quarterly Summary of Participant Characteristics information?

Project M.O.V.E.

- 4.5 Explain how the Quarterly Summary of Participant Characteristics will be reported to the Manpower Education Unit.

Submitted on the 5th day following the end of each quarter.

- 4.6 Provide assurance that participants will be covered by the prime sponsor's affirmative action plan.

All program participants will be subject to the Affirmative Action Plan of the Prime Sponsor.

- 4.7 Provide justification if non-positive termination rates (Part I of CETA-VE-2) exceeds 20%.

Will not exceed a maximum of 20%

Micro Fiched

- 4.8 Provide an explanation of how vocational education 5% training and services are being coordinated with the prime sponsor's CETA Title I grant activities.

Funds will be utilized as part of the Comprehensive Manpower Program for Yolo County Services and allowances will be provided with allocated Title I monies.

5. Standards by which the prime sponsor will judge the effectiveness of the vocational education training and services.

Standard performance indicators as utilized by the Department of Labor will be used by the Prime Sponsor together with locally MAPC developed program indicators.

For further information on the anticipated effectiveness of the program, see the introductory statement of Program Objectives attached.

6. List all equipment having an acquisition cost of \$1,000 or over to be purchased for vocational education training and/or services. Identify activities in which equipment will be used.

None.

The Prime Sponsor will utilize the State Department of Vocational Education's policy for tool purchase and retention for enrollees.

7. Other Linkages

The primary training center for utilization by Yolo County residents is the Sacramento Skills Center located in downtown Sacramento. The Center provides full-time, comprehensive, short-term skills training in a wide range of occupational field in conjunction with GED preparation, high school completion credits, and remedial education. In spite of the fact that the Center is approximately 25 miles away and poses transportation problems for some participants, it has proven to be an effective training resource for Yolo County.

Micro Fiched

While the majority of public and private training resources are located in Sacramento, the Prime Sponsor will also utilize the resources available in Yolo County when appropriate and feasible to do so. The following public educational institutions provide various types of vocational skills training on a part-time basis:

- Yolo County Office of Education - R.O.P.
- Yuba Community College
- Solano Community College
- Woodland School District
- Davis Joint Unified School District
- Washington Unified School District

In addition, other community agencies to provide support and assistance are:

- Employment Development Department
- Yolo Mental Health
- Department of Rehabilitation
- Welfare Department
- Youth Advisory Committee

INTRODUCTORY STATEMENT
OF PROGRAM OBJECTIVES

The specific minimum objectives of the classroom training program implemented by Project M.O.V.E. will be:

1. To identify these disadvantaged individuals who desire to substantially increase their employment potential through participation in an institutional skills training program; Micro Fiched
2. To provide program orientation, individual needs assessment, testing, counseling, and employability plan development for interested training applicants;
3. To select, with the individual, appropriate training that will meet the needs and abilities of the individual as well as being commensurated with the projected labor market needs of the area;
4. To enroll 20 participants in appropriate classroom through individual referral;
5. To enroll 25 participants in a classroom training program for entry level clerical skills, provided by Project M.O.V.E.;
6. To assist participants in identifying and alleviating barriers to training and employment in order to better insure successful completion of the training program;
7. To actively monitor participants' progress throughout the training program and to provide needed supportive services to better insure successful program completion;

8. To place 80% of the individuals in training-related employment or other positive situations;
9. To transfer the remaining 20% to Project M.O.V.E.'s service program for additional assistance with counseling, pre-employment training, job referral and placement;
10. To continue the current coordination and referrals to other training resources;
11. To assist in promoting the development of additional training courses and opportunities designed to ameliorate the high percentage of seasonal employment peculiar to Yolo County through linkages with local agencies, educational institutions and employers; and
12. To cover the cost of a clerical instructor and the payment of participant allowances with Title I monies.

Micro Fiched

APPENDIX I

SIGNIFICANT SEGMENTS

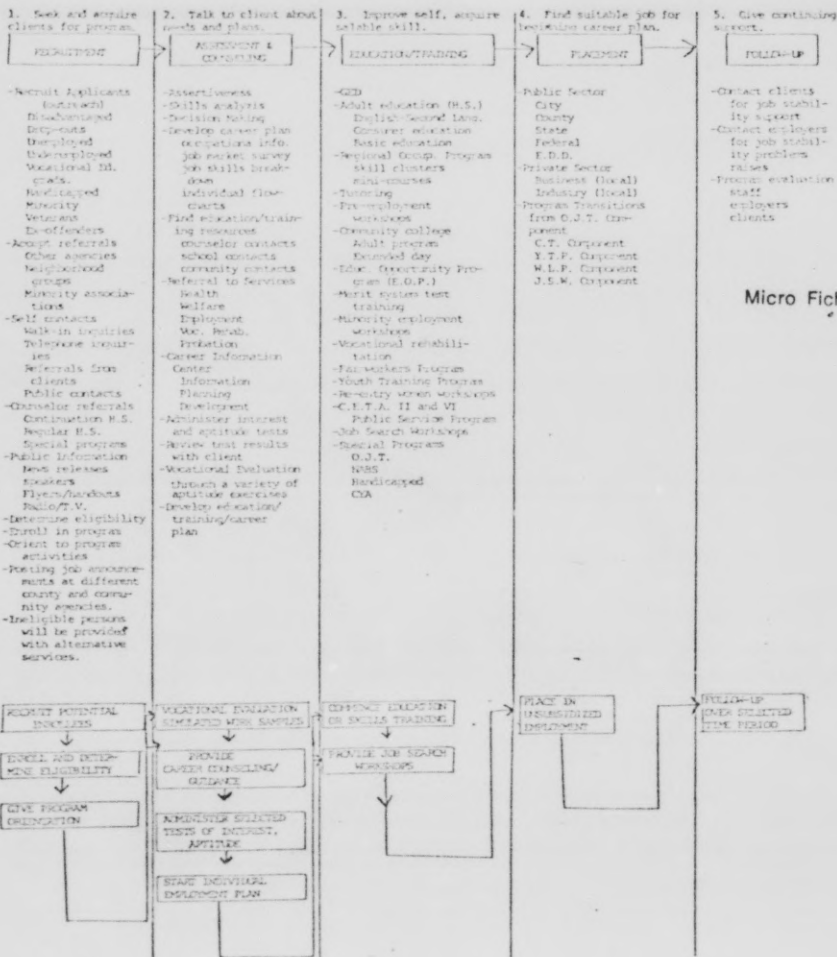
DEMOGRAPHIC GROUPS		DESCRIPTION &/OR DEFINITION	PERCENT OF PEOPLE TO BE SERVED
SEX	Male	Not Applicable	50
	Female		50
AGE	18 and Under	Not Applicable	35
	19-21		23
	22-44		36
	45-54		3
	55-64		2
	65 and Over		1
RACE	White	Not Applicable	52
	Black		5
	American Indian		1
	Mexican-American		38
	Other (Specify)		4
OTHER * (SPECIFY)		East Indians, Vietnamese, Filipino, Pac. Isl., ect.	
	Migrant/Seasonal		35
	Veterans		5
	Offender		12
	Handicapped		4
	AFDC Recipient		15
	Public Assistance		20

Micro Fiched

*Other segments may include but are not limited to veterans, handicapped, ex-offender, limited English-speaking, migrant/seasonal farm worker, etc.

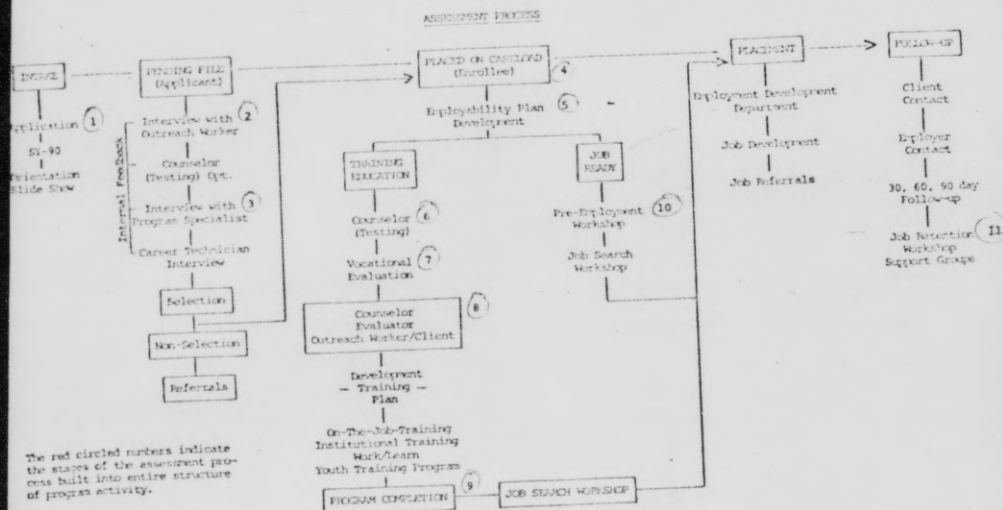
APPENDIX II

PARTICIPANT'S FLOW



APPENDIX III

Micro Fished



YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT NO. 78-393

REQUEST FOR PROGRAM MODIFICATION
Project MOVEDATE
December 5, 1978

Title: Title I

Modification Number

Contract Number

Program: Comprehensive Manpower Program

First (1)

78-320
78-321

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 147,466☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

Micro Fiched

GENERAL INTENT

The general intent of this modification is to program a portion of the additional Title I appropriation received by the Department of Labor following CETA Re-enactment. This money was distributed within the MOVE Project delivery system with the following consideration requested by the Prime Sponsor:

1. That administrative costs not exceed approximately 14%, or \$20,720
2. That training activities be strengthened;
3. That the additions to purely service activities be kept to a minimum.

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By *Debra S. Dwyer*
Deputy

MODIFICATION

The following Program modifications are proposed:

1. Expanding the classroom training component by \$93,113 (with \$44,864 going directly to participants) to increase participants from thirty (30) to sixty-three (63) enrollees and adding two instructors (clerical and welding);
2. Re-enovating the Worklearn Program by allocating \$33,631 (with \$28,878 going directly to participants) to establish fifteen (15) slots;
3. Adding a classroom training aide to assist with the increased workload (see 1) in that activity; and
4. Allocating adequate administration moneys to cover related costs.

New grand total and fixed price

Signature of program operator

Date

Signature

Date

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Date

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

DEC 26 1978
Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE I OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 2

DATE December 5, 1978

Subgrantee Name and Address:

Contact Person Jess Moreno

Yolo County Superintendent of Schools

Phone 666-0925

Contract No. _____

425 Main Street

Period: From 10-1-78

To 9-30-79

Woodland, California 95695

Program Name M.O.V.E. Title I

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.	14,032	3,869		15,511	23,314	0		56,726
NOV.	15,082	6,198		15,190	22,956	0		59,426
DEC.	23,083	8,372		14,685	22,374	0		68,514
JAN.	24,450	9,361		14,312	21,939	5,054		75,116
FEB.	35,113	9,275		24,343	28,502	5,030		102,263
MAR.	31,116	9,267		24,296	20,855	5,018		90,552
APR.	31,148	8,151		24,339	20,886	5,028		89,552
MAY	31,232	5,897		24,434	20,950	5,039		87,552
JUNE	28,230	3,876		0	22,378	5,367		59,851
JULY	28,326	2,664		0	22,462	5,399		58,851
AUG.	28,326	2,664		0	22,462	5,399		58,851
SEPT.	29,078	14,437		26,295	19,273	4,753		93,836
TOTAL	319,216	84,031	0	183,405	268,351	46,087	0	901,090

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	10,008	8,474	8,977	429	4,432	24,406	56,726
NOV.	9,708	9,474	8,977	429	6,432	24,406	59,426
DEC.	9,708	16,562	8,977	429	8,432	24,406	68,514
JAN.	9,384	18,062	12,070	544	9,432	25,624	75,116
FEB.	12,077	18,515	20,720	867	18,526	31,558	102,263
MAR.	10,577	18,515	20,720	867	15,026	24,847	90,552
APR.	10,577	18,515	20,720	867	14,026	24,847	89,552
MAY	10,577	18,515	20,720	867	12,026	24,847	87,552
JUNE	10,577	13,715	3,093	115	10,026	22,325	59,851
JULY	10,577	13,715	3,093	115	9,026	22,325	58,851
AUG.	10,577	13,715	3,093	115	9,026	22,325	58,851
SEPT.	10,579	18,554	20,670	869	18,323	24,841	93,836
TOTAL	124,926	186,331	151,830	6,513	134,733	296,757	901,090

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CORRECT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JESUS M. MORENO PROJECT DIRECTOR
 Name and Title of Authorized Official

Jack A. Brown
 Accountant

12-20-78
 Date

[Signature] 12-5-78
 Signature Date

[Signature] 12-2-79
 Principal Administrator Analyst Date

Yolo (10-78)

BUDGET NO. _____
 FISCAL YEAR _____

Yolo County Superintendent of Schools
 425 Main Street
 Woodland, CA 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	Micro Fished			
		OCT	NOV	DEC	JAN
INDIRECT COST *	\$ 44,752	\$ 3,350	\$ 3,350	\$ 3,350	\$ 3,350
SALARIES & WAGES *	40,053	3,500	3,500	3,500	2,475
FRINGE BENEFITS *	13,064	930	930	930	872
FICA	1,923	190	190	190	135
Workers' Compensation	616	54	54	54	38
Retirement	4,228	380	380	380	269
Health & Life Insurance	5,896	271	271	271	405
Unemployment Compensation Ins.	401	35	35	35	25
TRAVEL *	2,366	252	252	252	179
Mileage Reimbursement	1,566	167	167	167	118
Out-of-Town Travel	800	85	85	85	61
CONSULTANT & PROFESSIONAL SERVICES	2,800	192	192	192	136
Bookkeeping	-0-	-0-	-0-	-0-	-0-
Legal	-0-	-0-	-0-	-0-	-0-
Program Tech. Assist.	2,800	192	192	192	136
SPACE COST *	8,491	726	426	426	302
Rental of Land & Buildings	5,794	330	330	330	234
Utilities	897	96	96	96	68
Janitorial Services	-0-	-0-	-0-	-0-	-0-
Repairs to Buildings	1,800	300	-0-	-0-	-0-
CONSUMABLE SUPPLIES *	3,655	213	213	213	151
Office Supplies	2,655	155	155	155	110
Cleaning & Janitorial Supplies	1,000	58	58	58	41
COMMUNICATION COST *	2,788	297	297	297	211
Telephone & Telegraph	1,988	212	212	212	150
Postage	800	85	85	85	61
OTHER COST *	6,957	548	548	548	1,708
Photocopy & Xerox	2,719	290	290	290	205
Rental - Office Equipment	-0-	-0-	-0-	-0-	-0-
Maintenance & Repair - Equipment	920	-0-	-0-	-0-	920
Fid. & Gen. Insurance	400	-0-	-0-	-0-	400
Uncl. Expenses	2,918	258	258	258	183
EQUIPMENT *	-0-	-0-	-0-	-0-	-0-
Office Equipment	-0-	-0-	-0-	-0-	-0-
Office Furniture & Fix.	-0-	-0-	-0-	-0-	-0-
TOTAL	\$ 124,926	\$ 10,008	\$ 9,708	\$ 9,708	\$ 7,224

CONTRACT NO.

425 Main Street

Woodland, CA 95695

Micro Fiches

[illegible]

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

RATING BUDGET

TRACT NO.

Micro Fiched

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	185,171	8,377	9,377	16,465	17,965
Basic	133,131	5,800	6,800	13,488	13,488
Dependents -					
Incentive -	48,720	2,300	2,300	2,700	4,200
Other Additional	3,320	277	277	277	277
FRINGE BENEFITS					
Workers' Comp. Insur.					
TRAINING	77,436	2,432	2,432	2,432	2,432
Staff Salaries	47,448	1,566	1,566	1,566	1,566
Staff Fringe Benefits	14,235	470	470	470	470
Staff Travel	710	59	59	59	59
Special Program Tech. Assist.	0	0	0	0	0
Subcontractor Training Cost	0	0	0	0	0
Classroom Space Cost	3,394	75	75	75	75
Supplies	5,300	33	33	33	33
Telephone	2,849	229	229	229	229
Books & Educational Aids	2,500	0	0	0	0
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost	1,000	0	0	0	0
RVICES	19,131	1,594	1,594	1,594	1,594
Staff Salaries	11,520	960	960	960	960
Staff Fringe Benefits	3,456	288	288	288	288
Staff Travel	982	82	82	82	82
Spec. Prog. Tech. Assist.	0	0	0	0	0
Space Cost	795	66	66	66	66
Supplies	926	77	77	77	77
Telephone	1,452	121	121	121	121
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
NON-ADMINISTRATIVE COST	281,738	12,403	13,403	20,491	21,991
ADMINISTRATIVE COST	37,478	1,629	1,679	2,592	2,459
CLASSROOM TRAINING	319,216	14,032	15,082	23,083	24,450

RATING BUDGET

TRACT NO. _____

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
18,418	18,418	18,418	18,418	13,618	13,618	13,618	18,461
13,488	13,488	13,488	13,488	8,688	8,688	8,688	13,539
4,653	4,653	4,653	4,653	4,653	4,653	4,653	4,649
277	277	277	277	277	277	277	273
11,526*	8,026	8,026	8,026	8,026	8,026	8,026	8,026*
5,148	5,148	5,148	5,148	5,148	5,148	5,148	5,148
1,544	1,544	1,544	1,544	1,544	1,544	1,544	1,547
59	59	59	59	59	59	59	61
-	-	-	-	-	-	-	-
387	387	387	387	387	387	387	385
646	646	646	646	646	646	646	646
242	242	242	242	242	242	242	239
2,500	0	0	0	0	0	0	0
1,000	0	0	0	0	0	0	0
1,594	1,594	1,594	1,594	1,594	1,594	1,594	1,597*
960	960	960	960	960	960	960	960
288	288	288	288	288	288	288	288
82	82	82	82	82	82	82	80
-	-	-	-	-	-	-	-
66	66	66	66	66	66	66	69
77	77	77	77	77	77	77	79
121	121	121	121	121	121	121	121
31,538	28,038	28,038	28,038	23,238	23,238	23,238	28,084
3,575	3,078	3,110	3,194	4,992	5,088	5,088	994
35,113	31,116	31,148	31,232	28,230	28,326	28,326	29,078

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

ATTN: F. J. AT

PROJECT NO.

Micro Fiched

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Class					
TRAINING *	\$ 57,297	\$ 2,000	\$ 4,000	\$ 6,000	\$ 7,000
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost	57,297	2,000	4,000	6,000	7,000
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES *	14,241	1,188	1,188	1,188	1,188
Staff Salaries	8,343	695	695	695	695
Staff Fringe Benefits	2,503	209	209	209	209
Staff Travel	1,664	139	139	139	139
Special Program Tech. Assist.	-0-	-0-	-0-	-0-	-0-
Space Cost	475	40	40	40	40
Supplies	926	77	77	77	77
Telephone	330	28	28	28	28
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Boarding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	\$ 71,538	\$ 3,188	\$ 5,188	\$ 7,188	\$ 8,188
ADMINISTRATIVE COST	12,493	681	1,010	1,184	1,173
TOTAL ON-THE-JOB TRAINING	\$ 84,031	\$ 3,869	\$ 6,198	\$ 8,372	\$ 9,361

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

CONTRACT NO.

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
\$ 7,000	\$ 7,000	\$ 6,000	\$ 4,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 10,297
7,000	7,000	6,000	4,000	2,000	1,000	1,000	10,297
1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,173
695	695	695	695	695	695	695	698
209	209	209	209	209	209	209	204
139	139	139	139	139	139	139	135
-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
40	40	40	40	40	40	40	35
77	77	77	77	77	77	77	79
28	28	28	28	28	28	28	22
\$ 8,188	\$ 8,188	\$ 7,188	\$ 5,188	\$ 3,188	\$ 2,188	\$ 2,188	\$ 11,470
1,087	1,079	963	709	688	476	476	2,967
\$ 9,275	\$ 9,267	\$ 8,151	\$ 5,897	\$ 3,876	\$ 2,664	\$ 2,664	\$ 14,437

276

OPERATING BUDGET

CONTRACT NO. _____

SUPERVISOR'S NAME AND ADDRESS

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695 Micro Fiched

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT RAGES	123,990	8,977	8,977	8,977	8,977
FRINGE BENEFITS	5,475	429	429	429	429
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)	5,475	429	429	429	429
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries	22,708	2,522	2,522	2,522	2,522
Staff Fringe Benefits	14,950	1,661	1,661	1,661	1,661
Staff Travel	4,485	498	498	498	498
Special Program Tech. Assist.	1,947	216	216	216	216
Space Cost	0	-	-	-	-
Supplies	926	103	103	103	103
Telephone	400	44	44	44	44
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
ADULT SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Uncl. Supervision Cost					
NON-ADMINISTRATIVE COST	152,173	11,928	11,928	11,928	11,928
ADMINISTRATIVE COST	31,232	3,583	3,262	2,757	2,384
- WORK EXPERIENCE	183,405	15,511	15,190	14,685	14,312

15,511

d (rev. 10/78)

OPERATING BUDGET

CONTRACT NO.

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

Micro Fiched

[illegible]

FD (rev. 10/78)

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

EXPENSE NO. 17

INVEST NO.

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	1,160	97	97	97	97
Basic					
Dependents					
Incentive	1,160	97	97	97	97
Other Additional					Micro Filled
SERVICES	229,713	19,102	19,102	19,102	19,102
Staff Salaries	147,609	12,804	12,804	12,804	12,804
Staff Fringe Benefits	65,918	3,841	3,841	3,841	3,841
Staff Travel	6,341	528	528	528	528
Spec. Prop. Tech. Assist.	0	-	-	-	-
Space Cost	11,671	973	973	973	973
Supplies	2,132	178	178	178	178
Telephone	5,868	489	489	489	489
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Uncl. Services Cost	10,174	289	289	289	289
TOTAL NON-ADMINISTRATIVE COST	230,873	19,199	19,199	19,199	19,199
ADMINISTRATIVE COST	37,478	4,115	3,757	3,175	2,740
TOTAL - SERVICES TO CLIENTS	268,351	23,314	22,956	22,374	21,939

Woodland, California 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
97	97	97	97	97	97	97	93
97	97	97	97	97	97	97	93
25,036	18,325	18,325	18,325	18,325	18,325	18,325	18,319
12,049	12,049	12,049	12,049	12,049	12,049	12,049	12,050
3,819	3,819	3,819	3,819	3,819	3,819	3,819	3,821
528	528	528	528	528	528	528	533
-	-	-	-	-	-	-	-
973	973	973	973	973	973	973	968
178	178	178	178	178	178	178	174
489	489	489	489	489	489	489	489
7,000	289	289	289	289	289	289	284
25,133	18,422	18,422	18,422	18,422	18,422	18,422	18,412
3,369	2,433	2,464	2,528	3,956	4,040	4,040	861
28,502	20,855	20,886	20,950	22,378	22,462	22,462	19,273

EXPENDITURES & REVENUE ACCOUNTS

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

WORK/DEPT

OTHER ACTIVITIES	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT TRAVEL	27,840	0	0	0	3,093
FRINGE BENEFITS	1,038	0	0	0	115
F.I.C.A.					
Workers' Comp. Ins.	1,038	0	0	0	115
F.S.E.L.					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
(Other Additional)					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries	10,964	0	0	0	1,218
Staff Fringe Benefits	9,874	0	0	0	1,097
Staff Travel	790	0	0	0	88
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone	300	0	0	0	33
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	39,842	0	0	0	4,426
ADMINISTRATIVE COST	6,245	0	0	0	628
TOTAL - OTHER ACTIVITIES	46,087	0	0	0	5,054

Micro Fiched

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

07:25:43.25 EUCSET

CONTRACT NO.

[illegible]

SUBGRANTEE NAME AND ADDRESS
 Yolo County Superintendent of Schools
 400 Main Street
 Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 CETA OPERATING BUDGET

Travel Schedule

Period From 10/1/79 To 9/30/79

Contract No. _____

POSITION OF TRAVELING STAFF	MILEAGE			REIMBURSEMENTS		OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER GY	NO. OF TRIPS	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON
				ADMIN	NON-ADMIN					
Director	48	52	.16	\$ 400	\$	4	\$ 50	\$ 200	\$ 600	\$
Planner Counselor	34	52	.16	400	200	4	50	200	600	200
Office Manager	44	52	.16	68	200	4	50	200	268	200
Office Manager	45	52	.16	48	200	4	50	200	268	200
Program Clerk	72	52	.16	600	-0-				600	
Secretary - E. Hernandez	1.2	52	.16	10	-0-				10	
Secretary - P. Villarreal	1.2	52	.16	10	-0-				10	
Secretary - R. Gonzalez	1.2	52	.16	10	-0-				10	
Manager - S. Yokoi	85	52	.16		710					710
Manager - D. Lynch	85	52	.16		710					710
Manager - A. Foster	73	52	.16		710					710
Developer - A. Griffin	85	52	.16		710					710
Extension Trainer - G. Gordon	85	52	.16		710					710
Extension Trainer - C. Baudhu	85	52	.16		710					710
Extension Trainer - S. Cobos	43	52	.16		355					355
Extension Trainer - S. Garcia	57	52	.16		472					472
Extension Trainer - M. Castells	85	52	.16		710					710
Extension Trainer - J. Douglas	85	52	.16		710					710
Extension Trainer - J. Fowler	85	52	.16		710					710
Extension Trainer - J. Parker	85	52	.16		710					710
Extension Trainer - V. Hernandez	85	52	.16		710					710
Extension Trainer - J. Lopez	85	52	.16		710					710
Extension Trainer - J. Montarollo	85	52	.16		710					710
Extension Trainer - J. Parker	85	52	.16		710					710
Extension Trainer - J. Parker	85	52	.16		710					710
Extension Trainer - V. Benitez	4	52	.16		36					36

Micro Filled

Yolo County Superintendent of Schools

25 Main Street

Woodland, CA 95695

666-0925

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No. _____

CETA OPERATING BUDGET

Title/Subtitle _____

Positions and Salaries Schedule

Period From 10-1-78 To 9/30/78

POSITION/TITLE	MONTHLY SALARY RATE	2 OF TIME	NO OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OUT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Director, J. Moreno	\$1,508	50.85	12	\$9,203		\$9,203	\$9,203						
Planner/Couns. W. Carlton	1,439	82.96	12	14,326		14,326	8,284	6,042				6,042	
Office Mgr. D. Herrera	1,206	74.5	12	10,781		10,781	3,546	7,235				7,235	
Office Mgr. B. Watson	1,161	83.3	12	11,606		11,606	4,643	6,963				6,963	
Prog. Clerk P. Archuleta	687	38.7	12	3,192		3,192	3,192						
Secretary M. Hernandez	744	54.5	12	4,869		4,869	2,638	2,231				2,231	
Secretary P. Villarreal	679	81.3	12	6,621		6,621	4,584	2,037				2,037	
Secretary R. Gonzalez	660	75.1	12	5,944		5,944	3,963	1,981				1,981	
Office Instructor	1,035	100	10	10,352		10,352		10,352	10,352				
Counselor, S. Yokoi	1,285	100	12	15,420		15,420		15,420				15,420	
Counselor, D. Lynch	1,164	41.7	12	5,820		5,820		5,820				5,820	
Counselor, R. Lester	14,811	100	12	14,811		14,811		14,811				4,937	9,874
Job Developer A. Griffin	936		12	8,343		8,343		8,343		8,343			
Workshop Trng. G. Gordon	895	100	12	10,740		10,740		10,740	10,740				
Trng. Monitor C. Bandhu	960	100	12	11,520		11,520		11,520	11,520				
Training Assistant	750	100	9	6,753		6,753		6,753	6,753				
Molding Instructor	1,711	75	9	11,548		11,548		11,548	11,548				
TOTAL				161,849		161,849	48,053	121,796	50,913	8,343		52,666	9,874

Micro Filed

County Name and Address

YOLO County Superintendent of Schools

1 Main Street

Wland, California 95695

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No. _____

CETA OPERATING BUDGET

Title/Subtitle _____

Positions and Salaries Schedule

Period From 10-1-78 To 9-30-79

666-09251

POSITION/TITLE	MONTHLY SALARY RATE	# OF TIME	# OF MOS.	AMOUNT	VACATION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OUT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Youth Spec., E. Cobos	\$ 1,164	50	9	6,084		6,084		6,084			6,084		
Youth Spec., Garcia	996	66.6	9	7,966		7,966		7,966			7,966		
Outreach, R. Castillo	885	100	12	10,620		10,620		10,620				10,620	
J. Douglas	974	100	12	11,682		11,682		11,682				11,682	
C. Fowler	841	100	12	10,093		10,093		10,093				10,093	
S. Gorham	821	100	12	9,852		9,852		9,852				9,852	
V. Hernandez	885	100	12	10,620		10,620		10,620				10,620	
M. Lopez	853	100	12	10,241		10,241		10,241				10,241	
J. Postarollo	915	100	12	10,980		10,980		10,980				10,980	
J. Wingard	878	50	12	5,270		5,270		5,270				5,270	
C. Moore	821	100	12	9,852		9,852		9,852				9,852	
M. Espinoza	813	4.8	12	975		975		975				975	
Workshop Trainer Slot	895	100	9	8,055		8,055		8,055	8,055				
Outreach - P. Zaragoza	1,793	50	12	4,770		4,770		4,770				4,770	
TOTAL				117,960		117,960		117,960	8,055		14,950	94,955	

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT NO. 78-394

REQUEST FOR PROGRAM MODIFICATION

DATE

University of California, Davis: SLEP - OJT

November 28, 1978

Title: Title I

Modification Number

Contract Number

Program: Public Sector OJT

First (1)

78-321
~~78-320~~

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged

☒ Increased by \$ 57,555

☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

Following the recent re-enactment of CETA, this Prime Sponsor received new funding levels for all titles. The general intent of this modification is to utilize a portion of these new funds to increase the public sector OJT activity at the University of California, Davis.

FILED

JAN 22 1979

PETER McNAMEE, Clerk

By *Debra E. Corley*
Deputy

MODIFICATION

This modification increases the UCD - OJT budget by \$57,555. It allows the program to expand by eight (8) slots, resulting in increased participation by ten to twelve enrollees. This will be accomplished at no additional administrative cost.

Lo Hui

New grand total and fixed price

Signature of program operator Date

Signature

R. Rottger

Date

12-26-78

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Lawrence L. Morgan

Date

12-26-78

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Arthur E. McNamee
Signature of Authorized Officer Date

DEC 26 1978

Effective date of modification

SUBSIDIZED TRAINING AND EMPLOYMENT PROGRAM

UNIVERSITY OF CALIFORNIA, DAVIS

In these days of continued high unemployment, ways must be found to open the economic system for those who, for whatever reason, have not been able to become competitive on the labor market. There is a continuing need for employers who are willing to train persons on the job who otherwise lack the necessary skills for employment. UC Davis is just such an employer. Micro Fiched

The University of California, Davis proposes to provide opportunities for twenty-two adults with limited or no work skills to gain the skills necessary for them to become employed at the University of California, Davis; at the University Medical Center, Sacramento or, if the participant self selects, at a job outside the University system.

The goal of our proposed program is for the University of California, Davis to provide thirty (30) on-the-job training slots at UC Davis and the University Medical Center, Sacramento for CETA I eligible participants. After the training period, the program participants will be transitioned to regular full-time unsubsidized positions.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE I-OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. _____

DATE 30 NOV 1978

Subgrantee Name and Address:

U.C. Davis

312 Mrak Hall

Davis, CA 95616

Contact Person Emily Mast

Phone 752-7300

Contract No.

Period: From 1 OCT 78 To 30 SEP 79

Program Name U.C. Davis OJT

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.		15,699						15,699
NOV.		15,684						15,684
DEC.		15,674						15,674
JAN.		15,674						15,674
FEB.		15,667						15,667
MAR.		15,667						15,667
APR.		15,667						15,667
MAY		15,667						15,667
JUNE		15,667						15,667
JULY		15,667						15,667
AUG.		15,667						15,667
SEPT.		15,661						15,661
TOTAL		188,065						188,065

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	586		11,836	2368		909	15,699
NOV.	571		11,836	2368		909	15,684
DEC.	560		11,836	2368		910	15,674
JAN.	560		11,836	2368		910	15,674
FEB.	553		11,836	2368		910	15,667
MAR.	553		11,836	2368		910	15,667
APR.	553		11,836	2368		910	15,667
MAY	553		11,836	2368		910	15,667
JUNE	553		11,836	2368		910	15,667
JULY	553		11,836	2368		910	15,667
AUG.	553		11,836	2368		910	15,667
SEPT.	553		11,842	2360		910	15,661
TOTAL	6,701		142,038	28,408		10,918	188,065

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Signature

Date

Principal Administrative Analyst

Date

SHEPHERD'S NAME AND ADDRESS

U.C. Davis

312 Mark Hall

Davis, CA 95616

OPERATING BUDGET

CONTRACT NO.

Micro Fiched

	TOTAL	OCT	NOV	DEC	JAN
ON-THE-JOB TRAINING					
PARTICIPANT WAGES	142,038	11,836	11,836	11,836	11,836
FRINGE BENEFITS					
F.I.C.A.	0				
Workers' Comp. Ins.	1,421	119	119	119	119
P.S.E. (Uniforms, Supplies, etc.)	0				
Other	26,987	2,249	2,249	2,249	2,249
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries	6,657	552	555	555	555
Staff Fringe Benefits	1,647	140	137	137	137
Staff Travel	22	1	1	2	2
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.	2,592	216	216	216	216
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	181,364	15,113	15,113	15,114	15,114
ADMINISTRATIVE COST	6,701	586	571	560	560
TOTAL - ON-THE-JOB TRAINING	188,065	15,699	15,684	15,674	15,674

(ON-THE-JOB TRAINING)

SUBGRANTEE NAME AND ADDRESS

OPERATING BUDGET

U.C. Davis

CONTRACT NO. _____

312 Mark Hall

Davis, CA 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
11,836	11,836	11,836	11,836	11,836	11,836	11,836	11,842
119	119	119	119	119	119	119	119
2,249	2,249	2,249	2,249	2,249	2,249	2,249	2,248
555	555	555	555	555	555	555	555
137	137	137	137	137	137	137	137
2	2	2	2	2	2	2	2
216	216	216	216	216	216	216	216
15,114	15,114	15,114	15,114	15,114	15,114	15,114	15,108
553	553	553	553	553	553	553	553
15,667	15,667	15,667	15,667	15,667	15,667	15,667	15,661

MODIFICATION FORM

AGREEMENT NO. 78-395

REQUEST FOR PROGRAM MODIFICATION

DATE

Project MOVE

November 28, 1978

Title: III Subpart 3

Modification Number

Contract Number

Program: YETP

First (1)

78-319

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☐ Increased by \$ _____☒ Decreased by \$12,614

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The final Department of Labor allocations for the Title III Youth Employment and Training Program (YETP) are \$12,614 below the original pre-reenactment estimates, and therefore contractual obligations are higher than final funding levels. The intent of this modification is to decrease the amount of the contract with the largest of the program deliverers in YETP (Project MOVE) in order to match the final funding allocation.

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By

Deputy

MODIFICATION

Historical perspective has indicated that significant absenteeism, turnover, and intertitle transfers occur with participants in this program. Therefore, by anticipating this absenteeism in development of the budget, we have been able to allow for the decrease of \$12,614. This modification does not decrease the total number of participants nor the benefits to individual school districts.

\$219,172

New grand total and fixed price

Signature

Date

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ Disapproved

Signature

Date

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

Date

DEC 26 1978
Effective date of modification

CETA TITLE III OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 1 DATE November, 28, 1978

Subgrantee Name and Address:
Yolo County Office of Education
425 Main Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
Phone 666-0925 Contract No. _____
Period: From 12/1/78 To 9/30/79
Program Name YETP

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	DJT	WEX	SERVICE	INSTRUCTIONAL SERVICES	CEE	VEP	
OCT.					-0-	-0-		-0-
NOV.					-0-	-0-		-0-
DEC.					3,178	14,979		18,157
JAN.					3,178	14,979		18,157
FEB.					319	14,979		15,298
MAR.					319	14,979		15,298
APR.					319	14,979		15,298
MAY					319	14,979		15,298
JUNE					3,682	31,273		34,955
JULY					3,498	31,273		34,771
AUG.					3,498	31,272		34,770
SEPT.					129	17,041		17,170
TOTAL					18,439	200,733		219,172

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPLY	
OCT.	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
NOV.	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
DEC.	1,657	7,053	6,304	401		2,742		18,157
JAN.	1,657	7,053	6,304	401		2,742		18,157
FEB.	1,657	4,237	6,304	358		2,742		15,298
MAR.	1,657	4,237	6,304	358		2,742		15,298
APR.	1,657	4,237	6,304	358		2,742		15,298
MAY	1,657	4,237	6,304	358		2,742		15,298
JUNE	1,657	13,667	16,079	810		2,742		34,955
JULY	1,657	13,486	16,079	807		2,742		34,771
AUG.	1,657	13,487	16,079	805		2,742		34,770
SEPT.	1,665	6,012	6,306	456		2,731		17,170
TOTAL	16,578	77,706	92,367	5,112		27,409		219,172

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Jesus M. Moreno Project Director
Name and title of Authorized Official

For CETA Approval Only:

Just A. Berger Accountant 12-26-78
Date

Jesus M. Moreno 11-24-78
Signature Date
Signed

Principal Administrative Analyst 12-26-78
Date

SUBGRANTEE'S NAME AND ADDRESS:

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

Micro Fiched

OPERATING BUDGET

CONTRACT NO.

ADMINISTRATIVE SUBGRANTEE		TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	*	\$ 4,136	\$	\$	\$ 414	\$ 414
SALARIES & WAGES	*	8,434			843	843
FRINGE BENEFITS	*	2,438			243	243
FICA		467			47	47
Workers' Compensation		130			13	13
Retirement		864			86	86
Health & Life Insurance		893			89	89
Unemployment Compensation Ins.		84			8	8
TRAVEL	*	500			50	50
Mileage Reimbursement		500			50	50
Out-of-Town Travel						
CONSULTANT & PROFESSIONAL SERVICES						
Bookkeeping						
Legal						
Program Tech. Assist.						
SPACE COST	*	370			37	37
Rental of Land & Buildings		300			30	30
Utilities		70			7	7
Janitorial Services						
Repairs to Buildings						
CONSUMABLE SUPPLIES	*	300			30	30
Office Supplies		300			30	30
Cleaning & Janitorial Supplies						
COMMUNICATION COST	*	200			20	20
Telephone & Telegraph		100			10	10
Postage		100			10	10
OTHER COST	*	200			20	20
Photocopy & Xerox		200			20	20
Rental - Office Equipment						
Maintenance & Repair - Equipment						
Fid. & Gen. Insurance						
Uncl. Expenses						
EQUIPMENT						
Office Equipment						
Office Furniture & Fix.						
TOTAL		\$ 16,578	-0-	-0-	\$ 1,657	\$ 1,657

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

[illegible]

OPERATING BUDGET

CONTRACT NO. _____

TRANSITION SERVICES (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES *	\$ 16,854			\$ 2,999	\$ 2,999
Basic	16,854			2,999	2,999
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS *	259			46	46
Workers' Comp. Insur.	259			46	46
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					Micro Fiched
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Spec. Prog. Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	\$ 17,113	0	0	\$ 3,045	\$ 3,045
ADMINISTRATIVE COST	1,326	0	0	133	133
TOTAL - TRANSITION SERVICES	18,439	0	0	3,178	3,178

1970-1971 (ES)

SUBMITTER'S NAME AND ADDRESS

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

[illegible]

OPERATING BUDGET

CONTRACT NO.

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
- PARTICIPANT WAGES					
- FRINGE BENEFITS *	92,367	-0-	-0-	6,304	6,304
F.I.C.A.	3,918	-0-	-0-	293	293
Workers' Comp. Ins.	3,918	-0-	-0-	293	293
P.S.E.					
Other					
ALLOCANCES *	60,852	-0-	-0-	4,054	4,054
Basic	60,852	-0-	-0-	4,054	4,054
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS *	935	-0-	-0-	62	62
Workers' Comp. Ins.	935	-0-	-0-	62	62
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries	27,409	-0-	-0-	2,742	2,742
Staff Fringe Benefits	19,335	-0-	-0-	1,934	1,934
Staff Travel	6,425	-0-	-0-	643	643
Special Program Tech. Assist.	1,000	-0-	-0-	100	100
Space Cost	-0-	-0-	-0-	-0-	-0-
Supplies	149	-0-	-0-	15	15
Telephone	200	-0-	-0-	20	20
Transportation	300	-0-	-0-	30	30
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
NON-ADMINISTRATIVE COST	185,481	-0-	-0-	13,455	13,455
ADMINISTRATIVE COST	15,252	-0-	-0-	1,524	1,524
CAREER EMPLOYMENT EXP.	200,733	-0-	-0-	14,979	14,979

Micro Filled

(CAREER EMPLOYMENT EXP.)

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
6,304	6,304	6,304	6,304	16,079	16,079	16,079	6,306
293	293	293	293	600	600	600	360
293	293	293	293	600	600	600	360
4,054	4,054	4,054	10,172	10,172	10,172	10,172	6,012
4,054	4,054	4,054	10,172	10,172	10,172	10,172	6,012
62	62	62	62	156	156	155	96
62	62	62	62	156	156	155	96
							Micro Fiched
2,742	2,742	2,742	2,742	2,742	2,742	2,742	2,731
1,934	1,934	1,934	1,934	1,934	1,934	1,934	1,929
643	643	643	643	643	643	643	648
100	100	100	100	100	100	100	100
-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
15	15	15	15	15	15	15	14
20	20	20	20	20	20	20	20
30	30	30	30	30	30	30	30
13,455	13,455	13,455	13,455	29,749	29,749	29,748	15,505
1,524	1,524	1,524	1,524	1,524	1,524	1,524	1,536
14,979	14,979	14,979	14,979	31,273	31,273	31,272	17,041

[illegible]

Yolo County Superintendent of Schools
425 Main Street
Woodland, CA 95695

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
CETA OPERATING BUDGET

Travel Schedule

Period From 12/1/78 To 9/30/79

Contract No.

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

AGREEMENT NO. 78-396

REQUEST FOR PROGRAM MODIFICATION
Project MOVEDATE
November 28, 1978

Title: Title III, Subpart 2

Modification Number

Contract Number

Program: YCCIP

First (1)

78-348

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 5,455☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The final Department of Labor allocations for the Title III Youth Conservation and Community Improvement Projects (YCCIP) are \$5,455 above the amounts contracted to the selected EOCYC, Inc. project. The intent of this modification is to increase the original contract with Project MOVE for the participant costs related to the EOCYC project in order to have locally allocated up to our total funding amount.

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By *Debra L. Bailey*
Deputy

MODIFICATION

The total amount of \$5,455 will be used for participant wages and fringes and is sufficient to fund one (1) additional enrollee for the entire duration of the program.

\$40,275

New grand total and fixed price

Signature *John F. Patton*

Date 12-26-78

Signature of program operator Date 1-2-79

Recommendation of Yolo County Employment & Training Administration: ☒ Approved ☐ DisapprovedSignature *John F. Patton*

Date 12-26-78

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of authorized officer Date

X DEC 26 1978
Effective date of modification

The Yolo County Comprehensive Manpower Program, Project M.O.V.E., will utilize the enclosed funds to provide:

- 1) direct payment of wages and fringes to a minimum of seven (7) participants in the EOCYC - YCCIP program;
- 2) outreach, recruitment, selection, and certification of youth to be enrolled in the EOCYC - YCCIP program; and
- 3) coordination and provision of programmatic technical assistance, to ensure the implementation of the EOCYC - YCCIP program goals and objectives.

Micro Filled

Under this contractual agreement, the M.O.V.E. Project will also provide the following services:

- 1) make regular and special reports as required by the Youth Advisory Council (YAC) of Yolo County on the local YCCIP program progress;
- 2) serve as a catalyst to provide problem-solving assistance in the implementation and progress of the EOCYC - YCCIP program in Yolo County;
- 3) make the necessary reports to the Prime Sponsor for submission to the Department of Labor, and for program review and monitoring purpose; and
- 4) retain all appropriate back-up fiscal and participant records as required for program audit review.
- 5) provide participant group workshops on career information and development, pre-employment skills development, and job search techniques, as required.
- 6) provide individualized vocational testing, resume writing, career counseling, and job referral for participants, as requested.

CETA TITLE III OPERATING BUDGET

☐ ORIGINAL

☒ REVISION NO. 1

DATE November 28, 1978

Subgrantee Name and Address:

Yolo County Office Of Education

425 Main Street

Woodland, CA 95695

Contact Person Jesus M. Moreno

Phone 666-0925

Contract No. _____

Period: From 12/1/78 To 9/30/79

Program Name EOC - YCCIP

Micro Fiched

MONTH	CT	OJT	MEX	SERVICE	IDENTITY SERVICES	CEE	VEP	TOTAL
OCT.								
NOV.			\$ -0-					
DEC.			-0-					
JAN.			4,027					\$ -0-
FEB.			4,027					-0-
MAR.			4,027					4,027
APR.			4,027					4,027
MAY			4,027					4,027
JUNE			4,027					4,027
JULY			4,027					4,027
AUG.			4,027					4,027
SEPT.			4,027					4,027
TOTAL			4,032					4,027
			\$40,275					4,032
								\$40,275

MONTH	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SURV	TOTAL
OCT.	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
NOV.	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
DEC.	96		-0-	-0-	-0-	-0-	-0-	-0-
JAN.	96		3,514	178		239		4,027
FEB.	96		3,514	178		239		4,027
MAR.	96		3,514	178		239		4,027
APR.	96		3,514	178		239		4,027
MAY	96		3,514	178		239		4,027
JUNE	96		3,514	178		239		4,027
JULY	96		3,514	178		239		4,027
AUG.	96		3,514	178		239		4,027
SEPT.	94		3,514	178		239		4,027
TOTAL	\$ 958		\$ 35,143	\$ 1,780		\$ 2,394		\$ 40,275

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE
AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT

JESUS M. MORENO PROJECT DIRECTOR
Name and Title of Authorized Official

Jesus M. Moreno
Signature

10-78)

11-29-78

Date Signed

For CETA Approval Only:

Jack G. Brown
Accountant

12-26-78
Date

David L. Brown
Principal Administrative Analyst

12-26-78
Date

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695

BUDGET

TRACT NO.

Micro Fiched

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	958	0	0	96	96
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
RENTAL COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES -					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Liab. & Gen. Insurance					
Incl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	958	0	0	96	96

INVESTIGATIVE & BUREAU (E)

SUBGRANTEE'S NAME AND ADDRESS
Yolo County Office of Education

ESTATING BUDGET

425 Main Street

TRACT NO.

Woodland, California 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
96	96	96	96	96	96	96	94

96

96

96

96

96

96

96

94

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, CA 95695 Micro Fiched

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXP. (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	35,143	-0-	-0-	3,514	3,514
FRINGE BENEFITS	1,780	-0-	-0-	178	178
F.I.C.A.					
Workers' Comp. Ins.	1,780	-0-	-0-	178	178
P.S.E. =					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	2,394	-0-	-0-	239	239
Staff Salaries	1,534	-0-	-0-	153	153
Staff Fringe Benefits	460	-0-	-0-	46	46
Staff Travel	200	-0-	-0-	20	20
Special Program Tech. Assist.	-0-	-0-	-0-	-0-	-0-
Space Cost	100	-0-	-0-	10	10
Supplies	100	-0-	-0-	10	10
Telephone					
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	\$ 39,317	\$ -0-	\$ -0-	\$ 3,931	\$ 3,931
ADMINISTRATIVE COST	958	-0-	-0-	96	96
TOTAL - CAREER EMPLOYMENT EXP.	40,275	-0-	-0-	4,027	4,027

(CAREER EMPLOYMENT EXP.)

SUBGRANTEE NAME AND ADDRESS
Yolo County Office of Education
425 Main Street
Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

Micro Fished

[illegible]

Yolo County Office of Education
425 Main Street
Woodland, California 95695

Micro Fiched

CETA OPERATING BUDGET

Travel Schedule

Period From 12-1-78 To 9-30-78

Συστάσεις: 146

Contract No.

[illegible]

odland, California 95695

666-0925

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No. _____

CETA OPERATING BUDGET

Title/Subtitle _____

Positions and Salaries Schedule

Period From 12-1-78 To 9-30-79

Σύνολο: 0-100

[illegible]

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-397Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Bryte Fire Protection District Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Bryte Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

DEC 29 1978

Bryte Fire Protection District

Address

LAURENCE P. HENIGAN, Clerk

1515 Lignon Street

City

By Anthony L. Edmonds
Deputy

Phone

Bryte, CA 95605371-1106

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$5,772

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Everette F. Richardson
Fire ChiefANTHONY L. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the _____ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every
participant (Secs. 101 and 703 (9). Micro Fiched

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. _____ is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 5,772, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not Micro Fiched
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not

15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-

20 current to perform this contract, and (b) all other

21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

Micro Fiched

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT. Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program. Micro Fiched
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR ^{for} ~~Micro~~ Fiched
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.
26

///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
24
25 (b) It is further understood and agreed by the parties hereto
26 that SUBGRANTEE in the performance of its obligations
hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result. Micro Fiched

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

Micro Fiched

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.
- (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

Micro Fiched

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an Micro Fished
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-397.

COUNTY OF YOLO, PRIME SPONSOR

Micro Fiched

x Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Bryte Fire Protection District
(Legal Name of SUBGRANTEE)

Ernest Richardson
(Signature of Authorized Officer)

12-27-78 19____
Fire Chief
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

Micro Fiched

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

Micro Fiched

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e.; work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

Micro Fiched

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (section 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

Micro Fiched

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals. Micro Fiched

Dach eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Micro Fiched

COUNTY OF YOLO, PRIME SPONSOR

✓ *Arthur H. Richards*
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Bry'e Fire Protection District
(Legal Name of Subgrantee)

12-27-78 19

Ernest H. Richards
(Signature of Authorized Officer)

Fire Chief
(Title of Authorized Officer)

POSITION LISTING

TITLE II

BRYTE FIRE PROTECTION DISTRICT

Micro Fiched

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
Two	Firefighter Trainee	<u>\$ 4,800</u>	<u>\$ 972</u>	<u>\$ 5,772</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person Micro Fiched

Bryte Fire Protection District

Phone 371-1106 Contract No. _____

1515 Lisbon Street

Period: From 1-1-79 To 3-31-79

Bryte, CA 95605

Program Name P.S.E. Title II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1924					1924
FEB.			1924					1924
MAR.			1924					1924
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			5772					5772

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1600	324			1924
FEB.			1600	324			1924
MAR.			1600	324			1924
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			4800	972			5772

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official _____

Michael A. Boyer
Accountant

12-26-78
Date

Signature _____ Date _____

Thomas L. Chapman
Principal Administrative Analyst

12-26-78
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title II

Agreement/
Subgrant No. 78-378

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
City of Davis

Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and City of Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

City of Davis

JAN - 4 1979

Address

LAURENCE P. HENIGAN, Clerk

226 F Street

By LAURENCE P. HENIGAN

City

Phone Deputy

Davis, CA 95616

756-3740

Program Director

Howard Reese

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979

The term of the SUBGRANT shall end on March 31, 1979

The total amount of the SUBGRANT is \$21,222

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Howard Reese

12-28-78

Name and Title

Date

A. Mur H. Edmonds

Name and Title

Date

Howard Reese
City Manager

A. MUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

Micro Fiched

3 This SUBGRANT dated this 1st day of January,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the City of Davis
6 _____ hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent th every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26;

and Micro Fiched

(f) Making maximum efforts to achieve the provisions of the plan.

2. City of Davis is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of

17 \$ 21,222, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government, ^{Micro Fiched}
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.
- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fiched

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fiched

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24
25 (b) It is further understood and agreed by the parties hereto
26 that SUBGRANTEE in the performance of its obligations
hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any *Micro Fiched* Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

Micro Fiched

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-398.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmund
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Davis
(Legal Name of SUBGRANTEE)

William A. P. R.
(Signature of Authorized Officer)

12-25- 1975 City Manager
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

Micro Fiched

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Micro Fiched

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Micro Fiched

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Davis
(Legal Name of Subgrantee)

12-18-1978 Edward P. Pire
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

POSITION LISTING

TITLE II

CITY OF DAVIS

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Custodians	\$ 2,127	\$ 510	\$ 2,637
One	Personnel Assistant	2,298	504	2,802
One	Planner I	2,298	504	2,802
One	Planning Technician	2,298	441	2,739
One	Police Officer Training	2,298	573	2,871
<u>Three</u>	Typist-Clerk	<u>6,084</u>	<u>1,287</u>	<u>7,371</u>
Eight	Total	<u>\$ 17,403</u>	<u>\$ 3,819</u>	<u>\$ 21,222</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Micro Fiched _____

Subgrantee Name and Address:

City of Davis

226 F Street

Davis, CA 95616

Contact Person _____

Phone 756-3740

Contract No. _____

Period: From 1-1-79

To 3-31-79

Program Name P.S.E. Title II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			7074					7074
FEB.			7074					7074
MAR.			7074					7074
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			21,222					21,222

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			5801	1273			7074
FEB.			5801	1273			7074
MAR.			5801	1273			7074
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			17,403	3819			21,222

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official _____

Jack A. Becker
Accountant

12-26-78
Date

Signature _____

Date _____

Lamont S. Christy
Principal Administrative Analyst

12-26-78
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-379Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
City of Woodland

Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

JAN 24 1979

PETER McNAMEE, Clerk

By Peter McNamee
Phone Deputy

662-5416

City of Woodland
Address300 First Street
CityWoodland, CA 95695
Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$21,063

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Tom Peterson
City ManagerMUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of January
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the City of
6 Woodland hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

Micro Fiched

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and Micro Fiched

(f) Making maximum efforts to achieve the provisions of the plan.

2. City of Woodland is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 21,063, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant, ^{Micro Fiched}
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection.

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other

21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

Micro Fiched

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program. Micro Fiched
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data; including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-399.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Woodland
(Legal Name of SUBGRANTEE)

W. A. Slattery
(Signature of Authorized Officer)

JANUARY 2 19 79

City Manager
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e.; work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur G. ...
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Woodland
(Legal Name of Subgrantee)

JANUARY 2 1979

... R. A. ...
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

POSITION LISTING

TITLE II

CITY OF WOODLAND

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Account Clerk	\$ 2,067	\$ 375	\$ 2,442
Two	Maintenance Worker	4,998	1,563	6,561
<u>Four</u>	Parks Maintenance Worker	<u>9,096</u>	<u>2,964</u>	<u>12,060</u>
Seven	Total	<u>\$ 16,161</u>	<u>\$ 4,902</u>	<u>\$ 21,063</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

City of Woodland

300 First Street

Woodland, CA 95695

Contact Person _____

Phone 662-5416

Contract No. _____

Period: From 1-1-79 To 3-31-79

Program Name P.S.F. Title II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			7021					7021
FEB.			7021					7021
MAR.			7021					7021
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			21,063					21,063

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			5387	1634			7021
FEB.			5387	1634			7021
MAR.			5387	1634			7021
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			16,161	4202			21,063

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

12-26-78

Date

THOMAS A. PETERSON
CITY MANAGER

1/2/79

Date

Principal Administrative Analyst

12-26-78

Date

Signature

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-400Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
County Supervisors Association of California

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and County Supervisors Association of California hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Micro Fiched

JAN 24 1979

PETER McNAMEE, Clerk

By Richard E. Watson
Deputy

Program

County Supervisors Association of California

Address

11th & L Bldg., Suite 201

City

Phone

Sacramento, CA 95814

441-4011

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$2,244

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Richard E. Watson
Executive Director

1-3-79

ANDRUS H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the County Supervisors Association of California hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

- 2. County Supervisors Association of California is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1979 and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 2,244, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection.

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

Micro Fiched

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

- 5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

Micro Fiched

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action. Micro Fiched
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fished

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal ^{Micro Fiched}
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services. Micro Fiched
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

2

3
4

5

6
7
8

9

10
11
12
13

Micro Fiched

14

15
16
17

18

19
20
21

22

23
24
25

26

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child. Micro Fiched

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 79-400.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

County Supervisors Association of California
(Legal Name of SUBGRANTEE)

R. C. O. W. L.
(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

Micro Fiches

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

Micro Fiched

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e.; work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

Micro Fiched

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

Micro Fiched

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs Micro Fiched

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

Micro Fiched

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals. Micro Fiched

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

Micro Fiched

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

County Supervisors Association of
California
(Legal Name of Subgrantee)

19
Al R. Dahl
(Signature of Authorized Officer)

Micro Fiched

Executive Director
(Title of Authorized Officer)

POSITION LISTING

TITLE II

COUNTY SUPERVISORS ASSOCIATION OF CALIFORNIA

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Office Assistant	<u>\$ 2,010</u>	<u>\$ 234</u>	<u>\$ 2,244</u>

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Grantee Name and Address:

Contact Person _____

County Supervisors Association of California Phone 441-4011 Contract No. _____

11th & L Bldg., Suite 201

Period: From 1-1-79 To 3-31-79

Sacramento, CA 95814

Program Name P.S.E. Title II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			748					748
FEB.			748					748
MAR.			748					748
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			2244					2244

Micro Fiched

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			670	78			748
FEB.			670	78			748
MAR.			670	78			748
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			2010	234			2244

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Richard E. Watson, Executive Director
 Name and Title of Authorized Official

[Signature] 12-21-78
 Accountant Date

[Signature] 1-3-79
 Signature Date

[Signature] 12-28-78
 Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-401Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Davis Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Micro Fiched

Program

Davis Joint Unified School District

Address

23 Russell Boulevard

City

Davis, CA 95616

Program Director

RECEIVED

MAR 27 1979

PETER MCNAMEE, Clerk

By

Deputy

Phone

756-0301

FILED

MAR 27 1979

PETER MCNAMEE, Clerk

By *Baldwin*

Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$12,948

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

Name and Title

Date

Daniel Prednovich
SuperintendentARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Davis Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 12,948, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection.

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

Micro Fiched

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program. *Micro Fiched*
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24
25 (b) It is further understood and agreed by the parties hereto
26 that SUBGRANTEE in the performance of its obligations
hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

Micro Fiched
(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action.

Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

- 1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.
- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

Micro Fiched

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

Micro Fiched

9 21. Waiver

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors,
counselors and other staff involved in administrative,
training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-401.

COUNTY OF YOLO, PRIME SPONSOR

Arthur R. Chambers
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

Donnell MacNeil
(Signature of Authorized Officer)

MAR 22 19 79

Superintendent
(Title of Authorized Officer)

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).
- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Fiched
On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

Micro Fiched

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

Micro Fiched

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

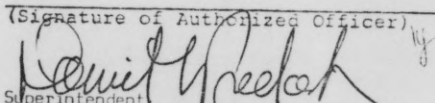

(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Davis Joint Unified School District
(Legal Name of Subgrantee)

22 MAR 1979

(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

POSITION LISTING

TITLE II

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Account Clerk/Attendant	\$ 2,052	\$ 531	\$ 2,583
One	Custodian	2,097	426	2,523
One	Delivery Person	2,358	588	2,946
One	Instructional Aid I/II	1,824	507	2,331
<u>One</u>	Receptionist	<u>2,052</u>	<u>513</u>	<u>2,565</u>
Five	Total	<u>\$ 10,383</u>	<u>\$ 2,565</u>	<u>\$ 12,948</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

Davis School District

Phone 756-0301 Contract No. _____

23 Russell Blvd.

Period: From 1-1-79 To 3-31-79

Davis, CA 95616

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			4316					4316
FEB.			4316					4316
MAR.			4316					4316
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			12,948					12,948

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
CT.							
OV.							
EC.							
AN.			3461	855			4316
EB.			3461	855			4316
ER.			3461	855			4316
PR.							
AY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			10,383	2565			12,948

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND
 AT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Ramith Hiedik
 Name and Title of Authorized Official _____

For CETA Approval Only:

Robert A. Boyer 2-26-78
 Accountant Date

Signature _____

22 MAR 79
 Date

James L. ... 2-26-78
 Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-402

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

East Yolo Community Services District

Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and East Yolo Community Services District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

JAN 24 1979

East Yolo Community Services District

Address

PETER McNAMEE, Clerk

P. O. Box 802

By Debra E. C. C. C.

City

Phone

West Sacramento, CA 95691

371-5132

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$6,819

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

David Breninger
District ManagerARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the East Yolo Community Services District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 98 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
- (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

- 2. East Yolo Community Services District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 6,819, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this ^{Micro Fiched} subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

- 1 connection with Program.
- 2 (b) If SUBGRANTEE is in default under any provisions of this
- 3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
- 6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
- 8 and conditions of this SUBGRANT. Micro Fiched
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
- 10 which are incorrect or incomplete in any material
- 11 respect.

12 7. Termination of SUBGRANT

- 13 (a) With Cause
- 14 PRIME SPONSOR may terminate the SUBGRANT in the following
- 15 instances by giving written notice to the SUBGRANTEE at
- 16 least five (5) days prior to the effective termination
- 17 date stated in the notice:
- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
- 19 fill in timely and proper manner its obligations
- 20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
- 22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
- 24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
- 26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result. Micro Fiched

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fiched

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
including the right to reuse and publish the same without
limitation.

18. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR. Micro Fiched
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

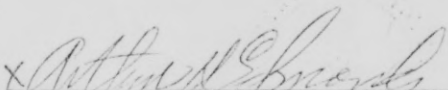
This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-402.

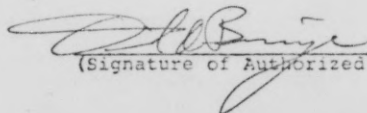
COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

East Yolo Community Services District
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

January 1979

David A. Breninger
District Manager
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the

Micro Fiched
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

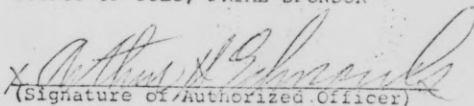
F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

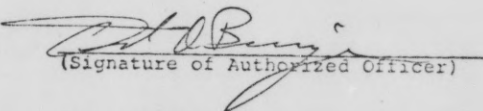

(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

East Yolo Community Services District
(Legal Name of Subgrantee)

January 1 19 79


(Signature of Authorized Officer)

David A. Breninger
District Manager
(Title of Authorized Officer)

POSITION LISTING

TITLE II

EAST YOLO COMMUNITY SERVICES DISTRICT

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Pump Systems Maintenance Trainee	\$ 2,499	\$ 987	\$ 3,486
<u>One</u>	<u>Wastewater Trainee</u>	<u>2,499</u>	<u>834</u>	<u>3,333</u>
Two	Total	<u>\$ 4,998</u>	<u>\$ 1,821</u>	<u>\$ 6,819</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

East Yolo Community Services District

P. O. Box 802

West Sacramento, CA 95691

Contact Person _____

Phone 371-5132

Contract No. _____

Period: From 1-1-79

To 3-31-79

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			2273					2273
FEB.			2273					2273
MAR.			2273					2273
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			6819					6819

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1666	607			2273
FEB.			1666	607			2273
MAR.			1666	607			2273
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			4998	1821			6819

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

David A. Breninger, District Manager
 Name and Title of Authorized Official

David A. Breninger 1/02/79
 Signature Date

James P. Murphy 12-26-78
 Accountant Date
James P. Murphy 12-26-78
 Principal Administrative Analyst Date